

REQUEST FOR PROPOSALS

Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project



City of Hialeah, Florida

Send Submissions to:

CITY CLERK'S OFFICE

Attn: Mr. Rafael Granado

501 Palm Ave.

Hialeah, FL 33010

Issue Date: October 15, 2009

Due Date: January 15, 2010

at 3:00 P.M. EST

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SECTION 1

INTRODUCTION

1.01 EXECUTIVE SUMMARY

The City of Hialeah, Florida (the “City”) through this Request for Proposals (“RFP”) is soliciting Proposals from private entities deemed qualified and listed below (“Pre-qualified Respondents” or “Proposers”) to design, construct, operate and maintain (including all capital maintenance) a brackish groundwater reverse osmosis water treatment plant with an initial installed production capacity of 10 million gallons per day (“MGD”) and all facilities sized and located to accommodate possible future expansions up to 17.5 MGD (the “Project”).

The solicitation of Proposals is the second step in a two-step procurement process being implemented by the City for the Project. Only those Pre-qualified Respondents listed below are invited to submit proposals in response to this RFP (“Proposals”).

The Pre-qualified Respondents invited to respond to this RFP are:

- **American Water–Pridesa, LLC**
- **Inima USA Construction Corporation and,**
- **Veolia Water North America-South, LLC**

This procurement process is being conducted pursuant to the joint participation agreement between the City and the County of Miami-Dade, Florida (the “County”) dated December 27, 2007 (the “JPA”). In accordance with the JPA, the City is the governmental body responsible for the development and the procurement of the Project. The JPA calls for the implementation of the Project through a design-build-operate (“DBO”) project delivery approach. By utilizing DBO, the City and County expect to secure substantial benefits for their customers. These expected benefits include timely, efficient and cost-effective scheduling, optimal risk allocation, competitive design selection, clear assignment of performance responsibilities to a single contracting entity, long-term facility operations and maintenance efficiencies, and cost savings. Other expected benefits include the full integration of design, construction, operations and quality assurance personnel in all aspects of the Project development. The City’s intent in developing this RFP is to encourage the Pre-qualified Respondents to use their entrepreneurial initiative and the results of their Pilot Testing Study (pursuant to subsection 2.04 of this RFP) to provide the best solution for the Project within the confines of the requirements specified in this RFP.

The Project, which will draw source water from the Upper Floridan Aquifer, a deep, brackish groundwater alternative to the Biscayne Aquifer, has been mandated by the

South Florida Water Management District (“SFWMD”) through the County’s public water supply permit (the “Consumptive Use Permit”). The Consumptive Use Permit requires the development of the Project as an alternative to further withdrawals from the Biscayne Aquifer, which currently serves the potable water needs of the City and the County, as well as Broward County, Florida and the southeastern portion of Palm Beach County, Florida. The Project will operate as a base-load facility, without downtime allowance for maintenance activities, as specified in the draft Service Contract. The City understands that the base-load requirements will result in more capacity and redundancy in order to enable the continuous operation of the Facility. Redundancy will be required to be adequate to allow all maintenance activities to occur while the facility is operating as a 10 MGD base-load facility. Finished Water from the Facility will be conveyed to an identified Point of Interconnection with the respective distribution systems of the City and County for blending and use in accordance with the JPA. It is intended that any reduced demand in the Water System will be addressed by reducing the flows that would otherwise be provided from the County’s existing water facilities. The base-load nature of the Facility is a requirement imposed pursuant to the agreements reached between the City, the County and SFWMD and is not otherwise mandated by the Florida DEP or Administrative Code.

Both the Consumptive Use Permit and the JPA call for future expansions of the Project up to 17.5 MGD. Accordingly, although the Project will have an initial installed production capacity of 10 MGD, the Project facilities shall be sized to accommodate future expansions up to 17.5 MGD. This approach to the future expansion of capacity is intended to facilitate ease of expansion and minimize the scope of design, permitting and construction work needed for future expansions up to 17.5 MGD. It is the City’s desire that the future design, permitting and construction of the expansions, if needed, be limited to the addition of treatment, pumping, storage and related instrumentation and control equipment. Specific Design and Construction Requirements relating to the sizing of the facilities to accommodate future expansions are set forth in Appendix 3 to the draft Service Contract included with this RFP.

The JPA requires the Project (initial installed production capacity of 10 MGD) to be complete and in operation by February 1, 2011. Accordingly, the Project documents currently provide for a substantial completion date (including regulatory authority to introduce water into the system) of February 1, 2011. However, the JPA provides the City and County with the option to extend the date for completion with the consent of SFWMD and the City anticipates working with the County and SFWMD to obtain the extension.

In order to expedite the development of the Project and to obtain certain State and local funding, the City will assume responsibility for the construction of certain Project improvements, including the groundwater wells, the associated transmission lines and the deep injection wells for the disposal of Non-Compliant Water and Concentrate from the Facility. These City Project Improvements will be incorporated into the Project upon

completion, as more particularly described below. In addition, the City intends to perform certain site preparation work prior to entering into the Service Contract with the selected Proposer, as discussed below.

This RFP provides background information for the Project, a description of the overall procurement process, the Proposal submission requirements, and the evaluation criteria that will be used to select a firm to perform the Contract Services (as defined in subsection 2.01 of this RFP).

Unless otherwise defined in this RFP, all capitalized words, abbreviations and terms used herein shall have the meanings set forth in Article I of the draft Service Contract.

1.02 PROPOSAL

IN ORDER TO BE CONSIDERED RESPONSIVE TO THIS RFP, PROPOSERS SHALL PROVIDE ALL REQUESTED INFORMATION IN ACCORDANCE WITH THE REQUIREMENTS OF THIS RFP.

The City is soliciting a detailed Proposal with specific forms and textual requirements from the Pre-qualified Respondents. Proposals shall meet the criteria for Proposals outlined in Section 4 of this RFP. Proposals are being solicited to encourage Proposers to present high value technical and business solutions to the City. Accordingly, Proposers are strongly encouraged to utilize proven, innovative technology and design of the Facility, as well as proven, innovative operation strategies in its Proposal, within the requirements established by this RFP. Proposers shall provide adequate information with respect to its proposed designs, systems and components in order to demonstrate that: (1) all Governmental Approvals can be obtained within the Project schedule; and (2) the completed Project will meet the standards for Acceptance and the Performance Guarantees in accordance with the Service Contract, as evidenced by the Proposer's Pilot Testing Study. Proposers shall provide sufficient design detail in compliance with the submission requirements set forth in Section 4 of this RFP to enable the City to evaluate the technical merits of the Proposal.

1.03 PROPOSAL SUBMITTAL & SPECIAL CONDITIONS

Proposals shall be submitted and received by the City, pursuant to subsection 4.03 of this RFP, **NO LATER THAN 3:00 P.M., EASTERN STANDARD TIME ("EST"), ON FRIDAY, JANUARY 15, 2010.** All Proposals shall be submitted in sealed packages and in accordance with the requirements of subsection 4.03 of this RFP. There shall be a public opening of the sealed Proposals at 3:00 EST, January 15, 2010. At the public opening, only the names of the Proposers that have timely submitted Proposals shall be released.

By submitting a Proposal, Proposers acknowledge and agree to the following conditions:

**Request for Proposals for the City of Hialeah
Reverse Osmosis Water Treatment Plant DBO Project**

- All Proposals submitted in response to this RFP shall become the property of the City. As such, all Proposals submitted shall become public records subject to public review under Applicable Law, except to the extent provided in subsection 3.08 of this RFP.
- The City's selection of a Proposal, to the extent that approval or determination of adequacy of any systems, processes, procedures, or representations contained in a Proposal may be inferred, shall not waive or limit any assumptions of risk, provision of indemnity, or other obligations of the Company under the Service Contract, as may be executed between a Proposer and the City.
- Proposers shall comply with the communications protocol set forth in subsection 3.06 of this RFP with respect to all communications concerning this RFP.
- Only one Proposal from each Proposer shall be considered.
- Proposals shall comply with all requirements of Section 4 of this RFP. Failure to comply with Section 4 of this RFP may result in a Proposer being deemed unresponsive by the City.
- The qualification of the Proposers to receive this RFP and provide a Proposal does not waive or abridge the City's right to find that any Proposer or Proposal is non-responsive to the requirements of this RFP.
- After selection of a Proposal, the selected Proposer shall be required to execute the Service Contract following negotiations with the selected Proposer. Proposers acknowledge that the party contracting with the City shall bear the risk of their proposed design.
- The Proposal shall demonstrate how the proposed design is supported by the detailed information developed during that Proposer's Pilot Testing Study (as further described in subsection 2.04 of this RFP).

SECTION 2

GENERAL INFORMATION

2.01 PURPOSE OF SOLICITATION

The City seeks to enter into the Service Contract with the successful Proposer (the “Company”) to provide all labor, supplies and materials necessary to: (1) design, procure all necessary equipment, construct, start-up, commission and acceptance test a reverse osmosis water treatment plant with an initial installed production capacity of 10 MGD and all facilities sized and located to accommodate possible future expansions up to 17.5 MGD (the “Facility”); (2) operate, maintain and repair (including all capital maintenance) the Project; and (3) dispose of all reverse osmosis reject water and other waste products produced at the Facility. Further, the Company shall be responsible for obtaining all necessary Governmental Approvals for the Project, with the exception of certain Governmental Approvals that will be obtained by the City, in accordance with the requirements set forth in the draft Service Contract and Appendix 9 thereto. The services described in this paragraph are referred to herein as the “Contract Services”.

The City intends to select a knowledgeable and experienced Proposer that is determined to be best able to meet the City’s Project and risk allocation objectives and to provide an adequate financial guarantee of performance. The City will select the most advantageous Proposal by applying the evaluation criteria contained in Section 5 of this RFP to the Proposals.

The City desires to promote creativity and cost competitiveness in this procurement process and to provide flexibility to Proposers with respect to Project configuration, equipment selection, etc., thereby encouraging Proposers to submit optimized systems in their Proposals. Nevertheless, all proposed treatment systems shall be comprised of unit treatment processes that ultimately have demonstrated capability to meet the performance requirements set forth in the Service Contract and to obtain the approval of the Florida Department of Health (“Department of Health”) and all other applicable Governmental Bodies for potable water treatment within the City’s schedule requirements and the requirements of this RFP.

2.02 PROJECT BACKGROUND

2.02.1 Existing Water Distribution Systems and Project Need

The City owns, operates, and maintains a central potable water distribution system, which distributes potable water to approximately 230,000 residents at an average rate of 24 MGD. The City’s distribution system provides potable water for both residential and non-residential purposes, including fire protection demand requirements. The City

currently purchases its potable water from the Miami-Dade Water and Sewer Department.

The County owns, operates and maintains an extensive potable water distribution system serving municipalities within the County, as well as residents and businesses in unincorporated areas of the County. The County has obtained the Consumptive Use Permit for the withdrawal of water from the Upper Floridan Aquifer for the Project from SFWMD, the State agency that regulates the conditions under which water withdrawals can be made from the Floridan and Biscayne aquifers. As noted above, SFWMD has mandated the Project through the Consumptive Use Permit as an alternative to further withdrawals from the Biscayne Aquifer. The City and the County entered into the JPA for the implementation of the Project in order to comply with SFWMD's alternative water source requirements.

Pursuant to the JPA, the City and the County shall each receive 50% of the Finished Water produced at the Facility and delivered to the identified Point of Interconnection with the City and County water systems. Specific Design and Construction Requirements relating to the interconnection between the Project and the City and County water systems are set forth in Appendix 3 to the draft Service Contract. The County currently produces all drinking water for the City and uses chloramines for secondary disinfection. The Project will also use chloramines for secondary or distribution system disinfection.

2.02.2 Project Ownership and Financing

Pursuant to the JPA, the City and the County shall each have equal 50% ownership of the Project at all times. The County and the City will each contribute 50% of the planning, design, and construction costs for the Project. The County contribution will consist of proceeds from general obligation bond financing, plant expansion funds and other financing sources. Detailed financial information concerning the County is available on the County's Finance Department website at <http://www.miamidade.gov/finance/>. The City intends to issue revenue bonds in order to secure financing for its contribution to the planning, design and construction of the Project. The issuance of revenue bonds by the City does not require a voter referendum, and the City's water and sewer utility system has an exceptionally strong balance sheet with \$58.7 million in short-term cash and investments, no long-term bonds outstanding and unrestricted net assets of \$52.6 million as of September 30, 2008.

To maintain the tax-exempt status of City and County debt to fund the Fixed Design-Build Price and any future capital needs of the Project, the compensation arrangements for the provision of the operation services under the Service Contract will be structured to comply with United States Internal Revenue Service (IRS) Revenue Procedure 97-13 and any subsequent related rulings or procedures at all times during the Term.

Though it is anticipated that public financing will be utilized to fund the planning, design and construction of the Project, as indicated above, the City reserves the right to explore private financing options, including the option of negotiating a plan of private financing with the Company, if, in its sole discretion, the City believes that private financing of the Project would be advantageous for the City. **However, Pre-qualified Respondents are advised that considerations relating to private financing will not factor into the RFP selection process.** Accordingly, Proposers shall not submit private financing plans or other information with respect to their ability to arrange for private financing with their Proposals.

2.02.3 Oversight Board

Pursuant to the JPA, the City and the County have agreed to create an Oversight Board to act as the administrative body responsible for managing the operations of the Facility as it relates to the City and the County. The Oversight Board shall consist of five members: two appointed by the City, two appointed by the County, and the fifth appointed by a majority vote of the City and County members. The primary function of the Oversight Board shall be providing overall financial oversight through the review and approval of an annual budget relating to the operations of the Facility for the City and the County. However, pursuant to the JPA, the authority of the Oversight Board is subject to the terms and conditions of the Service Contract. Accordingly, the Oversight Board will not have the authority to approve payments to the Company in accordance with the terms and conditions of the Service Contract. Rather, it is anticipated that the Oversight Board will provide financial oversight with respect to changes to the Service Contract during the Operation Period, such as Capital Modifications and any Service Contract Amendments.

2.02.4 Available Reports and Materials

Certain Project Site-related and relevant background information is available for review by the Pre-qualified Respondents at the Project Website, which is available at <https://clients.rwbeck.com/clients/hialeah/default.aspx>. Pre-qualified Respondents have received an account and password to access the Project Website from the Program Manager (identified in subsection 3.06). The following documents are (or will be) available for review on the Project Website:

1. Site Assessment, February 2008, by Parsons
2. Wetland Assessment Survey, March 2008, by Ecological Services LLC
3. 2005 Codina Phase I/Phase II environmental assessments (see subsection 2.03.3)
4. Preliminary Engineering Report (see Section 2.05)
5. Plans and specifications for certain City Project Improvements (see subsection 2.06.2)

6. Governmental Approval applications and obtained Governmental Approvals (see subsection 2.06.5)
7. List of Addenda to the RFP (see Section 3.05)
8. Answers to Pre-qualified Respondent questions and clarification requests submitted to the City pursuant to Section 3.06

2.02.5 Accuracy of RFP and Related Documents; Reliance on Oral Comments

Except as specifically set forth in the Service Contract, the City neither makes any representation or warranty with respect to, nor assumes any responsibility for the appropriateness, completeness or the accuracy of this RFP or any of the related documents, addenda or information provided in connection with this RFP, including the available reports and materials provided on the Project Website. Under no circumstances shall a Pre-qualified Respondent to this RFP rely on oral statements made on behalf of the City, the County or any of their respective agents, employees, contractors, advisors or consultants. To the best of its ability, the City has tried to provide timely and up-to-date information; however, the City cannot guarantee the accuracy or completeness of all data provided. Thus, Pre-qualified Respondents are cautioned to use their best judgment in determining how to use the data and information provided, and whether or not further independent research and due diligence is required for the preparation of their Proposals and the subsequent delivery of the Contract Services under the Service Contract. Except as specifically provided in the Service Contract, no information derived from any part of the foregoing documents, this RFP or from the City, the County or any of their respective agents, employees, contractors, advisors or consultants shall relieve the Pre-qualified Respondent from any risk or from fulfilling all terms of the Service Contract.

2.03 PROJECT SITE

2.03.1 Project Site Description

On March 29, 2004, the City annexed approximately three square miles of County land along the northwest corner of the City (the “Annexation Area”). The Annexation Area has a northern boundary of NW 170th Street, a southern boundary of NW 138th Street, a western boundary of NW 107th Avenue, and an eastern boundary of the eastern edge of the I-75 highway. The Annexation Area is largely vacant, with some quarry and construction and demolition landfill activities. Several of the landfill areas have been closed out. Potable water services are to be provided for in the Annexation Area pursuant to an interlocal agreement between the City and the County dated January 5, 2005.

A description of the Project Site, which is located in the Annexation Area, is contained in Appendix 1 of the Service Contract. The Project Site is located on a plot of land approximately 5,000 feet by 200 feet, bounded on the east and west by NW 97th Avenue

and NW 107th Avenue, respectively. The proposed Production Wells and Monitoring Wells are anticipated to be located on the Project Site along NW 97th Avenue, NW 154th Street, NW 170th Street, and the proposed Underground Injection Wells are to be located on the Project Site.

Refer to Appendices 1 and 2 of the draft Service Contract for additional details and information about the Project Site.

2.03.2 Project Site Preparation

As indicated above, the City intends to perform certain Project Site preparation work prior to entering into the Service Contract with the selected Proposer. This Site preparation work will include clearing, grubbing and fill, as well as the construction of part of the Project stormwater retention system. These efforts are intended, in part, to accelerate the ERP permitting efforts to be undertaken by the City. The Company will be permitted to modify the grading and drainage design, as well as any necessary modifications to the ERP permit, but any such modifications might add permitting time, reducing or sacrificing the advantage gained by early ERP permitting with the preliminary grading and drainage design.

The scope of the City's work with respect to Project Site preparation is indicated in Appendix 3 to the draft Service Contract. As a general matter, the City intends to fill the Project Site and does not intend to design for Facility drainage or to pre-build the stormwater retention ponds.

2.03.3 Project Site Access during the Proposal Period

The Service Contract requires the Company to agree that the Project Site is acceptable and suitable for the construction and operation of the Project, and to assume the risk of all subsurface geotechnical conditions at the Project Site other than Differing Site Conditions and Regulated Site Conditions, as defined in the Service Contract. Project Site environmental information, including the 2005 Codina Phase I/Phase II environmental assessments (prepared on behalf of an adjacent property owner), is available on the Project Website. In addition, the City will provide appropriate opportunities to each Pre-qualified Respondent, at its own cost and expense, to visit the Project Site and to perform its own geotechnical investigations and other studies and tests of the Project Site. Proposers may only access the Project Site after obtaining written authorization from the City and shall be required to enter into an indemnification agreement with the City as a condition of such authorization. The indemnification agreement shall provide an indemnification of the City and County Indemnitees from any and all loss or expense resulting from the negligence or intentional misconduct of the Proposer or any of its officers, directors, employees, agents, representatives or subcontractors in connection with its activities at the Project Site. Access shall be allowed only by appointment on weekdays between 8:00 a.m. and 5:00 p.m., EST.

As indicated in the draft Service Contract, the Company will be required to represent to the City as of the Contract Date that it has no knowledge of any Differing Site Conditions or Regulated Site Conditions. Accordingly, in the event that a Pre-qualified Respondent, in performing geotechnical investigations or other studies or tests of the Project Site in connection with the preparation of its Proposal, encounters Regulated Site Conditions or Differing Site Conditions, the Pre-qualified Respondent will be required to notify the Program Manager in accordance with subsection 3.06 of this RFP. Differing Site Conditions or Regulated Site Conditions that are discovered or otherwise disclosed after the submittal of Proposals and prior to the Contract Date will be addressed in the negotiation of the Service Contract.

2.04 PILOT TESTING STUDY

2.04.1 Pilot Testing Agreement

Pre-qualified Respondents shall be required to perform pilot testing activities at the Project Site in accordance with the Pilot Testing Agreement entered into with the City to obtain data regarding treatment processes at the Project Site (the “Pilot Testing Study”). Each Proposer shall prepare a report in accordance with the Pilot Testing Agreement (the “Pilot Testing Report”) and submit such Pilot Testing Report to the City with its Proposal. Failure to submit a complete Pilot Testing Report with a Proposal shall be grounds for disqualification by the City.

2.04.2 Purpose of Pilot Testing Study

The purpose of the Pilot Testing Study is for the Pre-qualified Respondents to evaluate and demonstrate the water treatment equipment and configuration it intends to propose for design, construction and successful operation of the Project, as more particularly described in the Pilot Testing Agreement.

2.04.3 Payment for Pilot Testing Work

Pursuant to the Pilot Testing Agreement, the City will provide a \$100,000 stipend to each Proposer who fully complies with the terms and conditions of this RFP and the Pilot Testing Agreement, but is not selected to, and does not enter into the Service Contract with the City. The Proposer that is selected by the City, and executes the Service Contract with the City, shall not be entitled to such stipend, as the costs of the Proposer’s performance of its obligations under the Pilot Testing Agreement shall be included within the Fixed Design-Build Price.

In the event of any inconsistencies between this RFP and the Pilot Testing Agreement with respect to the performance of the pilot testing work and the payment of a stipend by the City, the provisions of the Pilot Testing Agreement shall govern.

2.05 PRELIMINARY ENGINEERING REPORT

The City has provided for the preparation of a “Design Criteria Package” within the meaning of the Consultants’ Competitive Negotiation Act (Florida Statutes, Section 287.055). The Design Criteria Package includes a preliminary engineering report (the “Preliminary Engineering Report”) for Project planning purposes, including supporting the City’s permitting efforts. The Preliminary Engineering Report is included as an attachment to this RFP. However, Proposers are advised that, while the Preliminary Engineering Report represents the City’s current conceptual plan for the design of the Project, it is not binding on the Proposers. Except to the extent that elements of the Preliminary Engineering Report are included in the Design and Construction Requirements, as discussed below, Proposals are not required to be prepared in conformity with the Preliminary Engineering Report. All Proposals must comply with the Design and Construction Requirements, must be accepted as standard practice by the drinking water profession and industry for this particular application and raw water quality and must be in use elsewhere at the scale proposed for this Project.

As of the date of the issuance of this RFP, the City Engineer is continuing to finalize the Design Criteria Package. Complete information concerning the Design Criteria Package, including certain geotechnical and Project budgeting information, will be provided to the Proposers within four to six weeks following the date of issuance of this RFP via an addendum to all Proposers.

2.06 SCOPE OF SERVICES

2.06.1 Technical Specifications

As indicated in the Service Contract, the Technical Specifications set forth in Appendix 3 will consist of the Design and Construction Requirements and the Secondary Technical Criteria. The proposed design of the Facility must be in compliance with the Design and Construction Requirements set forth in Appendix 3. As indicated in Section 3.1.1 of Appendix 3, the Secondary Technical Criteria will be identified in the negotiation and finalization of the Service Contract with the selected Proposer. Attachments 3B and 3C to Appendix 3 provide certain detailed specifications and drawings, which have been developed as part of the Design Criteria Package based on the Preliminary Engineering Report. Except as specifically provided in Appendix 3, these detailed specifications and drawings are not Design and Construction Requirements for purposes of preparing a Proposal. Rather, they are intended to serve as a guideline to Proposers as to the City’s quality expectations for the technical Proposals and will be used by the City as a comparative tool in the evaluation of Proposals. Certain of the information included in Attachments 3B and 3C may be incorporated into the Technical Specifications in connection with the negotiation and finalization of the Service Contract with the selected Proposer.

Notwithstanding the Design and Construction Requirements, the Design Criteria Package (including the Preliminary Engineering Report and the detailed specifications and drawings included in Attachments 3B and 3C of Appendix 3) or any other information or requirement provided by the City in connection with this RFP, the Company shall be fully responsible for the design and construction of the Project and for ensuring that the Project meets the Project Acceptance Criteria and the Performance Guarantees in accordance with the Service Contract.

The Design and Construction Requirements include, among other things, that the Facility be designed and constructed in conformance with the Leadership in Energy and Environmental Design (“LEED”) Green Building Rating System in such a manner that will allow the Facility to meet LEED Silver Certification (or better) for new construction standards set forth by the U.S. Green Building Council (USGBC). The City has registered the Project with USGBC under the LEED for New Construction Rating System Version 2.2 (“LEED-NC version 2.2”). The Program Manager will provide the LEED Project Administrator, which will result in the Project earning credit IDC2. Within their Proposals, Proposers shall identify the design and construction approach planned in order to meet all prerequisites and earn a minimum of 37 additional credits (allowing a margin of safety of 5 credits to ensure achieving LEED Silver Certification).

The City encourages Proposers to include additional environmentally beneficial and sustainable design concepts with their Proposals such as utilizing solar, wind, and cogeneration technologies to improve the efficiency of the Project and reduce overall energy costs.

2.06.2 City Project Improvements

The Project has been selected to receive grant funding through a co-funding program between FDEP and SFWMD, which program is administered by SFWMD through its Alternative Water Source Funding Program. The City has determined that the best and most appropriate portions of the Project to construct independent of the selected Proposer include the following:

- The 14 Production Wells and associated Monitoring Wells
- The two Underground Injection Wells for Concentrate disposal and associated Monitoring Wells
- The Wellfield Transmission Line
- Certain Project Site preparation activities

The total amount of these Project components is estimated to be approximately \$30,000,000. These Project components will be constructed by the City and funded by a combination of City, County and SFWMD grant funds. Accordingly, the above items will not be included as part of the Proposer’s Fixed Design-Build Price. However, as

noted above, the City Project Improvements will be incorporated into the Project upon completion by the City and the Company shall thereafter have all operations and maintenance responsibilities with respect to such improvements, subject to relief for Uncontrollable Circumstances, as more particularly described in the draft Service Contract. The process by which the Company will assume responsibility for the City Project Improvements is set forth in Section 4.20 of the draft Service Contract.

The Design and Construction Requirements relating to the interface between the City Project Improvements and the Company Project Improvements, as well as the schedule for the completion of the City Project Improvements, are set forth in Appendix 3 to the draft Service Contract. Plans and specifications for certain of the City Project Improvements are available for review by the Proposers via the Project Website. The City will make plans and specifications relating to additional components of the City Project Improvements available for review via the Project Website as such additional plans and specifications are completed. The City may video all pipelines constructed as part of the City Project Improvements upon completion. Generally, while the City will provide for the design and construction of the Production Wells, the Company will furnish and install the Raw Water pumps and necessary instrumentation. The City will provide for the design and construction of the injection well pump station, with construction starting prior to the receipt of Proposals. The City will also provide for the design and construction of the connecting pipelines between the Production Wells, the Facility, and the Underground Injection Wells. This approach will allow orderly drilling of the Production Wells and Underground Injection Wells, making at least one injection well available for disposal of test pumping water from the construction of each Production Well.

2.06.3 Term of Service Contract

The Service Contract provides for a term of 15 years following the achievement of Acceptance by the Company with an additional renewal option of five years exercisable in the sole discretion of the City. Accordingly, Proposers shall be required to commit to contract pricing, performance guarantees, and contractual terms and conditions which shall apply throughout a possible 20-year Operation Period following the Acceptance Date should the City elect to exercise its option for the Renewal Term.

2.06.4 Basic Performance Requirements

The Service Contract will require the Company to provide a quality assurance and quality control program during the design, construction and operations phases of the Project, including third party materials testing during construction. In performing the Contract Services, the Company shall comply with the Contract Standards, which include all requirements of Applicable Law, the Performance Guarantees, Good Engineering and Construction Practice and Good Industry Practice.

The Company shall begin the performance of the Design-Build Work on the Contract Date, but must satisfy all Construction Date Conditions prior to the commencement of physical construction of the Project. The Company will be required to achieve Substantial Completion of the Project, including Department of Health authorization to introduce Finished Water into the Water System, by the Scheduled Substantial Completion Date specified in the Service Contract. The Company must achieve Acceptance of the Project, including demonstration that the constructed Facility meets all of the performance requirements of the Service Contract, within 90 days following the Substantial Completion Date. The Company shall be relieved of its obligations to achieve the Construction Date Conditions, Substantial Completion or Acceptance only in the event of the occurrence of Uncontrollable Circumstances in accordance with the Service Contract.

The Project shall produce 10 MGD of Finished Water on a monthly average basis throughout the Term, subject to the City's rights to modify the production requirements in accordance with the Service Contract. All Finished Water produced by the Facility shall meet or exceed all requirements of Applicable Law, as well as certain additional water quality standards set forth in Appendix 15 of the Service Contract. In addition to the Water Delivery Guarantee and the Water Treatment Guarantee, the Performance Guarantees include the RO Recovery Guarantee, the Environmental Guarantee and the Water Pressure Guarantees, as set forth in Article VIII and Appendix 15 of the draft Service Contract. As noted above, the Company will be entitled to relief from its performance obligations only in the event of the occurrence of Uncontrollable Circumstances in accordance with the Service Contract.

The Company shall be fully responsible for the maintenance of the Project during the Term, including all required capital maintenance. As indicated in Articles IX and XI of the draft Service Contract, separate funding mechanisms (independent of the Fixed Component of the Service Fee) shall be used to compensate the Company for the performance of Major Maintenance, Repair and Replacement and replacement of the RO system membranes.

2.06.5 Governmental Approvals

The Company shall be responsible for obtaining and maintaining all Governmental Approvals necessary for the performance of the Contract Services, except for certain City-designated Governmental Approvals identified in Appendix 9 to the Service Contract. The Company shall be responsible for identifying all required Governmental Approvals, notwithstanding the preliminary listing of Governmental Approvals set forth in Appendix 9. The cost and expense of obtaining all required Governmental Approvals (other than City-designated Governmental Approvals), including all application fees, shall be the Company's responsibility and therefore priced into the Fixed Design-Build Price.

The City-designated Governmental Approvals include the Consumptive Use Permit, various permits associated with the Wells and certain environmental permits. As indicated in the draft Service Contract, the City has initiated the application process with respect to certain Governmental Approvals that are the responsibility of the Company under the Service Contract. The Company shall be required to complete the permitting process with respect to such Governmental Approvals and to bear the risk with respect to obtaining and maintaining such Governmental Approvals in accordance with the Service Contract. In addition, the City expects that it will obtain a preliminary Drinking WTP Construction Permit for the Facility prior to the Contract Date based on the Preliminary Engineering Report prepared for the City in connection with this RFP. The Company shall be responsible for obtaining any modifications to the Drinking WTP Construction Permit necessitated by its proposed design and shall bear the risk with respect thereto to the extent provided in the Service Contract.

Applications for Governmental Approvals prepared by or on behalf of the City, as well as any Governmental Approvals actually obtained by the City, will be made available for Proposer review on the Project Website as they are completed or obtained.

The Company shall comply with all Governmental Approvals, including the City-designated Governmental Approvals, in performing the Contract Services.

2.07 COMPLIANCE WITH COUNTY ORDINANCES

Pursuant to the JPA, the City will adhere to Section 2-8.9 of the Code of Miami-Dade County, which is the County's Living Wage Ordinance, and Section 2-11.16 of the Code of Miami-Dade County, which is the County's Responsible Wage Ordinance. Proposers may refer to the County's responsible wages and benefits schedule publication available at http://www.miamidade.gov/sba/library/WR09_Heavy.pdf for assistance in complying with Responsible Wage requirements. The Inspector General provisions set forth in Section 2-1076 of the Code of Miami-Dade County shall also be applicable to the Service Contract to the extent of the County's contribution to the funding of the amounts payable to the Company under the Service Contract. The selected Proposer shall adhere to all applicable provisions of the foregoing County ordinances.

2.08 DRAFT SERVICE CONTRACT

2.08.1 Purpose and Scope

The draft Service Contract that is attached to this RFP along with its corresponding Appendices shall serve as the intended form of the contract between the City and the Company. Company-specific information that may become part of the Service Contract includes, but is not limited to, drawings and specifications, equipment lists, consumables lists, and operating parameters. The draft Service Contract has been prepared following input by the Pre-qualified Respondents to a draft Service Contract previously distributed

for comment on March 4, 2009. The City reviewed all comments that were received from the Pre-qualified Respondents on or prior to April 17, 2009 and the attached Service Contract represents the City's position with respect to such comments. The City expects that the draft Service Contract review and comment process will substantially reduce the need for extensive post-selection negotiations.

The Service Contract will contain the entire agreement between the parties with respect to the Project. Once executed, the Service Contract will completely and fully supersede all other agreements of the City and the Company, including those contained in this RFP and the Company's Proposal.

2.08.2 Proposed Changes to the Service Contract or Appendices

Proposers may request changes to the terms and conditions of the draft Service Contract included with this RFP in Proposal Form 22. In the event that a Proposer believes that a modification to the draft Service Contract will result in cost savings or other benefits to the City and wants to propose alternative contract language, the Proposer shall submit Proposal Form 22 to request consideration of the suggested changes by the City. The City's use or consideration of a Proposer's suggestions is at the City's sole discretion.

The City requests Proposers to base their Proposals on the terms and conditions set forth in the draft Service Contract included with this RFP. Acceptance of the terms and conditions of the draft Service Contract will be a significant factor in the evaluation of Proposals, as detailed under Section 5 of this RFP. However, the City recognizes that Proposals may be conditioned on the mutual resolution of particular issues identified in Proposal Form 22. To the extent that a Proposer intends to condition its Proposal on particular changes to the draft Service Contract, such changes must be specifically identified as conditions to the Proposal on Proposal Form 22. Proposers are cautioned that significant deviations from the terms and conditions set forth in the draft Service Contract will result in fewer or no points being awarded to the Proposer under the business terms and conditions evaluation criterion. In addition, to the extent that proposed changes to the terms and conditions substantially change the nature of the transaction or the scope of services, the City may reject the Proposal in its sole discretion as non-responsive to the requirements of this RFP.

In evaluating proposed terms and conditions, the City will assume that Proposal Form 22 includes all suggested changes and that the Proposer accepts all terms and conditions that are not specifically addressed in Proposal Form 22. Except as provided in Section 3.11 with respect to changes in law or other uncontrollable circumstances occurring between the Proposal date and the Contract Date, the City does not intend to discuss or negotiate any issue, term or condition that is not specifically identified on Proposal Form 22. In the event that the Proposer selected for negotiations raises any such issue, term or condition, the City reserves the right to suspend or terminate negotiations with the selected Proposer.

and to commence negotiations with the next highest ranked Proposer. The process for the negotiation of the Service Contract is further described in Section 3.11 of this RFP.

2.09 WOMEN AND MINORITY BUSINESS ENTERPRISE UTILIZATION AND NONDISCRIMINATION

The City has no specific goals or requirements with respect to the participation of qualified Minority, Disadvantaged and Women-owned Business Enterprises (MBE, DBE, WBE) in this RFP. However, the City, as a matter of policy, encourages the participation of MBEs, DBEs and WBEs in this RFP. The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or sex in consideration for an award of contract.

SECTION 3

DESCRIPTION OF PROCUREMENT PROCESS

3.01 PROCUREMENT PROCESS SCHEDULE

A summary schedule of the anticipated major activities associated with this solicitation process is presented below.

Activity	Date
■ Issue Draft RFP with Draft Service Contract to Proposers	March 2009
■ Pre-RFP Publicly Noticed Meeting with Proposers	March 2009
■ Due Date for Proposer Comments on Draft RFP and Draft Service Contract	April 2009
■ Execute Pilot Testing Agreements	June 2009
■ Commence Pilot Testing Study activities	July 2009
■ Issue RFP with Service Contract	October 2009
■ Design Criteria Package Available to Proposers	October 2009
■ Receive Proposals	January 2010
■ Potential City Visit to Proposer Facilities	January 2010
■ Proposer Interviews with Selection Committee	February 2010
■ Select Proposer for Negotiation	February 2010
■ Agreement on Terms of Service Contract	April 2010
■ Execute Service Contract	May 2010

These dates reflect the City's target dates for all major activities to occur during the procurement process leading up to the City Council's approval of the commencement of negotiations of a final Service Contract with the top ranked Proposer to this RFP and execution of the Service Contract. This schedule is subject to change at any time in the sole discretion of the City.

3.02 SELECTION COMMITTEE

As was the case in connection with the Project RFQ, the Selection Committee, made up of independent members from the community at large appointed by the City, will provide the evaluation and ranking of the responses to this RFP. The Selection Committee will review the proposals submitted, review the evaluation information provided by the

technical, financial and legal advisors, conduct interviews with each Proposer, and rank the Proposals using the criteria detailed in Section 5 of this RFP. The Selection Committee will then make its recommendation to the Mayor, who will then present his recommendation to the City Council for approval of the top ranked firm for negotiation of the Service Contract.

3.03 CITY RIGHTS AND OPTIONS

This RFP constitutes an invitation to the Pre-qualified Respondents to submit Proposals to the City. The City reserves, holds without limitation and may exercise, in its sole discretion, the rights and conditions with regard to this RFP as are set forth below. Such rights and conditions are in addition to and shall not serve to limit any of the specific rights and conditions set forth in this RFP. By responding to this RFP, Proposers acknowledge and consent to the following City rights and conditions:

1. The City reserves the right to waive any defect, technicality or any other minor informality or irregularity in any Proposal.
2. The City reserves the right to eliminate any Proposer that submits an incomplete or inadequate response, or is not responsive to the requirements of this RFP, or is otherwise deemed to be unqualified during any stage of the procurement process.
3. The City reserves the right to prepare and issue such amendments and addenda to this RFP prior to the deadline for receipt of all Proposals, including any amendments or addenda that may expand or cancel any portion or all of the work described in this RFP.
4. The City reserves the right to receive questions concerning this RFP from Proposers and to provide such questions, and the City's responses, if any, to all Proposers.
5. The City reserves the right to request clarifications of information submitted in the Proposals.
6. The City reserves the right to modify or terminate the procurement process by written notice to the Proposers for any reason whatsoever.
7. The City reserves the right to change or alter the schedule for any events associated with this procurement process upon notice to the Proposers, including, without limitation, the date for receipt of Proposals or any other deadlines and dates set forth in this RFP.
8. The City reserves the right to issue subsequent RFPs.
9. The City reserves the right to conduct investigations with respect to the experience of any team member included in a Proposal and to request additional evidence to support any such information.
10. The City reserves the right to visit and examine any of the facilities referenced in the Proposals or SOQs and to observe and investigate the operations of such facilities.
11. The City reserves the right to interview one or more of the Proposers, in the City's sole discretion, in order to obtain clarification of information provided by the Proposer.

12. The City reserves the right to amend the Contact Services described in the draft Service Contract, at any time, to omit services therein or to include services not currently contemplated therein.
13. The City reserves the right to hold public hearings for consideration of the merits of any or all Proposers or Proposals.
14. The City reserves the right to determine the selected Proposer with whom to negotiate the Service Contract.
15. The City reserves the right to discontinue negotiations with the selected Proposer and commence negotiations with the next ranked Proposer.
16. The City reserves the right to enter into, or decline to enter into, the Service Contract with the selected Proposer following negotiations.
17. The City reserves the right, for any reason, to decide not to award a contract as a result of this procurement process.

3.04 EXPENSE OF PROPOSAL PREPARATION

The City accepts no liability for the costs and expenses incurred by the Proposers in responding to this RFP, responses to clarification requests and attending discussion meetings, preparing re-submittals, potential interviews and negotiations, and any other activities included as part of this procurement process, including any activities associated with any geotechnical or other site investigation of the Project Site conducted by the Proposer in responding to this RFP. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City or from any of its employees, advisors or representatives for the costs and expenses associated with the process, including, but not limited to, costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity or for any other loss, cost or expense.

3.05 ADDENDA TO RFP

During the period provided for the preparation of Proposals, the City may issue addenda clarifying or modifying this RFP. Such addenda will be numbered consecutively. All RFP addenda will be issued by, or on behalf of, the City and will constitute a part of this RFP. A list of addenda will be kept on the Project Website. The City recommends that prior to submitting its Proposal, a Proposer should contact the Program Manager to verify the number and subject of the addenda that have been issued. The Proposer shall be responsible for obtaining all addenda prior to submitting a Proposal. Submittal of a Proposal shall constitute certification that the Proposer has received and reviewed all addenda.

3.06 COMMUNICATIONS PROTOCOL

To ensure fairness during the procurement process, until the Service Contract is executed or all Proposals are rejected, Proposers and their employees, representatives and agents

shall not contact any member of the Selection Committee, any member of the City Council, any member of the County Board, or any official, employee, representative or consultant of the City or County involved with this procurement process other than the Program Manager or his designated representative. Contact by any of the Proposers with any of the parties referenced in the preceding sentence (other than the Program Manager) regarding the Project is only permitted if: (i) a meeting is scheduled where Proposers are invited to attend and participate; or (ii) such contact has been initiated by such party. If any Proposer has any reason, not related to the Project, to contact any of the above parties, they shall be required to promptly disclose to that party that they are a Proposer in this solicitation. Failure to adhere to these requirements may result in disqualification.

All formal questions regarding interpretations or clarification of the meaning of any part of this RFP or other documents provided by the City shall be made in writing or by email to Joe Dysard (the “Program Manager”) at the following address:

Mr. Joe A. Dysard
R.W. Beck, Inc.
1000 Legion Place, Suite 1100
Orlando, FL 32801
email: JDysard@rwbeck.com

The City’s responses to all Proposer questions and clarification requests shall be provided to all Proposers. The Pre-qualified Respondents shall submit questions and requests for clarifications **NO LATER THAN 3:00 P.M., EST, ON DECEMBER 28, 2009**. All questions and clarification requests shall be in writing and Pre-qualified Respondents are encouraged to submit such questions and clarification requests in advance of the above deadline. The City shall not respond to Proposer questions or clarification requests received after the above deadline. Only answers issued by formal written addenda or as posted on the Project Website shall be final and binding upon the City. Oral and other interpretations or clarifications shall be without legal effect and Proposers shall not rely on any such responses.

As indicated in subsection 2.02.4 above, certain Project information will be made available from time to time to the Pre-qualified Respondents on the Project Website, which is available at <https://clients.rwbeck.com/clients/hialeah/default.aspx>. Pre-qualified Respondents have been provided an account and password to access the Project Website from the Program Manager.

3.07 USE OF TECHNICAL INFORMATION

By submitting a Proposal, Proposers agree that regardless of whether the City awards the Service Contract, the City shall have the right to use (or permit the use of) all Proposals submitted pursuant to this RFP, including the data, information, concepts, and ideas contained therein, without any requirement of providing compensation to the Proposer, for all purposes associated with the continued development, implementation, operation or

expansion of the Project. Notwithstanding the foregoing, the City agrees that any such use of Proposals by the City without the applicable Proposer's verification or adaptation for the specific purpose intended shall be at the sole risk of the City.

Except as otherwise provided in this RFP, a Proposer may establish claim to copyright any data first produced in the preparation of the Proposal. When such claim to a copyright is made, the Proposer shall affix the applicable copyright notice to the data when such data is delivered to the City. For data other than computer software, the Proposer grants to the City and others acting on its behalf, at no cost, a nonexclusive, irrevocable license to use such data solely for the proper purposes of the City. For computer software, the Proposer grants, at no cost, a nonexclusive, irrevocable license for all such computer software to the City, and others acting on the City's behalf, to use, reproduce, and prepare derivative works, by or on behalf of the City. Notwithstanding the foregoing, no claim of copyright shall modify the City's obligation to provide copies of documents submitted to it in response to a public records request under State law as further discussed in subsection 3.08 of this RFP.

3.08 INFORMATION DISCLOSURE TO THIRD PARTIES

While the City does not intend to publicize Proposals and other information provided by any Proposer, pursuant to Florida's Public Records Law (Florida Statutes, Chapter 119), the City may be required to publicly disclose to third parties any Proposals and materials submitted by Proposers in the event third parties make a public records request for such materials. However, the Public Records Law provides for limited exemptions from this disclosure requirement. If a Proposer believes that portions of its Proposal are exempt from disclosure to third parties, then the Proposer shall clearly label the specific portions sought to be kept confidential as "CONFIDENTIAL" and shall specify the statutory exemption that the Proposer is relying upon. All such requests for exemption shall have a reasonable basis in law. Marking all or substantially all of a Proposal as confidential may result in the Proposal being considered non-responsive by the City.

In the event materials marked "CONFIDENTIAL" (that are not financial statements) are requested for release pursuant to the Public Records Law, the City shall release such materials marked "CONFIDENTIAL" (that are not financial statements) ten business days after the date of the notice to the Proposer of the request for release, unless the Proposer has, within the ten business day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the materials. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Proposers shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practical.

Notwithstanding the foregoing, Proposers recognize and agree that the City shall not be responsible or liable in any way for any loss, cost or expense that the Proposer may suffer

from the disclosure of any information or materials submitted to the City or for any loss, cost or expense incurred by a Proposer in defending a basis for exemption. The City shall notify the Proposer of any public records request relating to information or materials marked as confidential by the Proposer, as indicated above, and the Proposer shall be responsible for defending its basis for exemption from disclosure in accordance with Applicable Law.

3.09 CITY RIGHT TO EXAMINE REFERENCE FACILITIES

The City may examine any of the facilities referenced in the Proposals or in the SOQs. The intent of such a visit would be, among other things, to observe and investigate the facility's ongoing quality with respect to operations and maintenance, observe the quality of construction, obtain the municipal owner's perspective of how well the Proposer team worked with the owner throughout the project, determine whether there were problems encountered during start-up and acceptance of the selected facility, and determine if the Proposer team is meeting the performance criteria for the project.

3.10 EVALUATION AND RANKING OF PROPOSALS

The Selection Committee shall evaluate the Proposals in the manner set forth in Section 5 of this RFP. The result of the evaluation shall be a comparative ranking of Proposers.

The evaluation process for Proposals will be similar to that which took place with respect to the SOQs. The Selection Committee, appointed by the City, will conduct the evaluation and provide the ranking of the Proposals. The Selection Committee will: (i) review the Proposals; (ii) review the evaluation information provided by the City's technical, financial and legal advisors; (iii) conduct interviews with each Proposer; and (iv) rank the Proposals using the criteria detailed in Section 5 of this RFP. The Selection Committee will then make its recommendation to the Mayor, who will then present his recommendation to the City Council for approval of the top ranked Proposer for negotiation of the final Service Contract.

The evaluation of the technical and financial qualifications shall be based on the Proposals received in compliance with this RFP and an analysis of other publicly available information with respect to the Proposers. The City may conduct such investigations and interviews as it deems necessary to assist in the evaluation of any Proposal, and to establish to the City's satisfaction the responsibility, qualifications, and financial ability of any Proposer.

3.11 NEGOTIATION OF SERVICE CONTRACT

The Proposer selected for negotiations shall be determined by a recommendation of the Mayor to the City Council, based upon the evaluation and ranking of the Proposals by the Selection Committee, consistent with the requirements set forth in this RFP. If the

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decision to proceed with negotiations is made by the City Council, the City shall continue the selection process by commencing negotiations with the selected Proposer to finalize the Service Contract. If and when negotiations are successfully completed with a selected Proposer, the Service Contract shall be submitted to the City and the County for approval in accordance with their respective contract approval processes. Following approval by both the City and the County, the City and the selected Proposer shall execute the fully negotiated Service Contract.

The City expects that the draft Service Contract review and comment process completed prior to the issuance of this RFP will substantially reduce the need for extensive post-selection negotiations. In the Transmittal Letter (Proposal Form 1), Proposers are required to agree to negotiate in good faith to enter into a Service Contract that reflects the substantive terms and conditions of this RFP and the Proposal. If a change in law or other uncontrollable circumstance occurs between the date of the submittal of the Proposals and the conclusion of negotiations, and such change or circumstance requires a change to the selected Proposer's Proposal, such change must be addressed during negotiations. Failure of the selected Proposer to address such changes in law or other uncontrollable circumstance prior to the conclusion of negotiations shall effectively waive the selected Proposer's right to relief for such change or circumstance.

Proposers are reminded that, pursuant to subsection 2.08 of this RFP, acceptance of any suggestions included on Proposal Form 22 is at the City's sole discretion and that, except as otherwise provided in the paragraph above, the City does not intend to discuss or negotiate any issue, term or condition that is not specifically identified on Proposal Form 22. At any time during the negotiation process, the City may decide that it is in the City's best interests to terminate negotiations with the selected Proposer. In such event, the City may elect to commence negotiations with the next highest ranked Proposer, to terminate this procurement, or to re-solicit proposals under this, or a different, RFP.

SECTION 4

PROPOSAL REQUIREMENTS

4.01 OVERVIEW OF SUBMISSION REQUIREMENTS AND DESIGN CRITERIA FOR PROPOSALS

Proposers shall submit a fully developed Proposal in accordance with the instructions provided in this Section. In addition to textual discussions, Proposers shall submit design drawings, diagrams, and shall complete the Proposal Forms included with this RFP. In preparing all textual discussions contained within the various sections of the Proposal, Proposers should reference applicable design drawings, diagrams, and Proposal Forms to assist the City in its evaluation of the Proposal.

Proposals shall meet or exceed the Design and Construction Requirements included in the Technical Specifications set forth in Appendix 3 to the draft Service Contract. In order to enable the City to evaluate the technical merits of a Proposal, Proposers shall provide sufficient information and design details in their Proposals to demonstrate compliance with the Design and Construction Requirements, the Performance Guarantees and the other Contract Standards.

Proposers shall provide the information requested in this RFP in accordance with the format and content requirements outlined in this Section. Failure of the Proposer to provide all of the requested information and to provide it in the requested format may result in the City, in its sole discretion, determining that the Proposal is non-responsive to the requirements of this RFP.

4.02 PROPOSAL FORMAT

Each Proposal shall be spiral bound (or similar) and shall consist of four sections in accordance with the format outlined below. Narrative pages shall be 8-1/2 inches by 11 inches, printed on one side only and typed with a minimum 11-point font (unless otherwise stated). All descriptive text on diagrams and figures must be easily readable. Proposers shall incorporate graphics (e.g., process flow diagrams and drawings) as necessary to clearly present their Proposals. All drawings, diagrams and other graphics should be prepared to scale where possible, and if otherwise prepared, such drawing, diagram or graphic shall clearly indicate the manner in which it has been presented. A clear and concise presentation of information is encouraged within the size limitations established for the Proposal. Proposals shall be in the English language and shall use English units of measurement.

Failure of the Proposer to organize the information as required by this Section of this RFP may result in rejection of the Proposal by the City, in its sole discretion, deeming the

Proposal unresponsive to the requirements of the RFP. Proposers may reduce the repetition of identical information within the several sections of Proposals by making the appropriate cross-references to other sections of their Proposals and Proposal Forms. Appendices for certain technical information, such as drawings, charts, forms and tables may be used to facilitate Proposal preparation.

The complete Proposal format requirements are outlined as follows:

Section 1.0 Executive Summary

- A. Proposal Form 1: Transmittal Letter
- B. Executive Summary
- C. Project Abstract
- D. Proposal Form 2: Non-Collusion Affidavit
- E. Proposal Form 3: Disclaimer Statement

Section 2.0 Project Team Information

- A. General Project Team Information
- B. Proposal Form 4: Guarantor Acknowledgment
- C. Proposal Form 5: Key Personnel
- D. Proposal Form 6: Verification of SOQ Information
- E. Proposal Form 7: Statement of Equity Ownership
- F. Proposal Form 8: Financial Capacity Data
- G. Proposal Form 9: Surety Letter of Intent to Issue a Performance Bond
- H. Proposal Form 10: Surety Letter of Intent to Issue a Payment Bond
- I. Proposal Form 11: Surety Letter of Intent to Issue an Operations Performance Bond
- J. Proposal Form 12: Insurance Company Letter of Intent
- K. Additional Financial Information

Section 3.0 Technical Proposal

- A. Project Description and Design Approach
- B. Technical Proposal Forms (13A – 13U)
- C. Environmental Protection and Mitigation
- D. Proposal Form 14: Preliminary Project Schedule
- E. Plan for the Performance of the Design-Build Work
- F. Plan for Transition and Acceptance Testing
- G. Plan for the Performance of the Operation Services
- H. Plan for the Management of Residuals

Section 4.0 Business and Price Proposal

- A. Summary of Business Proposal
- B. Proposal Form 15: Fixed Design-Build Price
- C. Proposal Form 16: Materials Cost Adjustment to Fixed Design-Build Price

- D. Proposal Form 17: Maximum Drawdown Schedule
- E. Proposal Form 18: Fixed Component of the Base Operating Charge of the Service Fee
- F. Proposal Form 19: Guaranteed Maximum Electricity Utilization and Guaranteed Maximum Electricity Demand
- G. Proposal Form 20: Major Maintenance, Repair and Replacement Schedule and Annual Capital Maintenance Charge
- H. Proposal Form 21: RO System Membrane Replacement Schedule and Annual Membrane Replacement Charge
- I. Proposal Form 22: Suggested Changes to Service Contract

4.03 PROPOSAL SUBMISSION

4.03.1 Proposal Deadline

All Proposals, including all attachments, shall be delivered in a sealed package addressed to:

CITY CLERK'S OFFICE
Attn: Mr. Rafael Granado
501 Palm Avenue,
Hialeah, FL 33010

The package shall clearly state "Proposal for the Hialeah Reverse Osmosis Water Treatment Plant." The Proposal and applicable Proposal Forms shall be signed and acknowledged by the Proposer in accordance with the instructions herein. Proposals shall be delivered to and be received by the City in the City Clerk's Office at the above address **at or before 3:00 p.m., EST, on January 15, 2010**. Any Proposal received after that time shall remain unopened and may be returned unopened to the Proposer.

4.03.2 Number of Copies

One original and 20 hard copies of each Proposal shall be submitted. All Proposals shall be complete, with all requested information, data and attachments. One copy of the Proposal must be clearly marked as the original and must contain the original signature forms and other original documents. The remaining 20 copies of the Proposal may be reproductions and Proposers shall number each hard copy in sequential order on the upper right corner of each cover. The original and each hard copy shall be accompanied by a CD-ROM version thereof with all files in Microsoft Word® or Portable Document Format ("PDF"), as appropriate, with any drawings and diagrams presented in PDF. The typed, hardbound Proposals shall take precedence over the electronic CD-ROM version in the event of any inconsistencies between the two formats.

4.04 PROPOSAL CONTENTS

The Proposer shall provide the appropriate information in accordance with the content and format requirements set forth in each of the following submission subsections. In addition to any specific page limits established below with respect to certain subsections of the Proposals, all Proposals shall be subject to an overall page limit of 500 pages, excluding any drawings and proposal forms.

Proposers are advised that, if selected, as part of the contract preparation phase, portions of the information contained in its Proposal may be included or integrated into the Service Contract, as negotiated by the parties based on the RFP and Proposal.

4.04.1 Section 1.0: Executive Summary

A. Proposal Form 1: Transmittal Letter

Each Proposal must include one fully executed and notarized Transmittal Letter from the Proposer acknowledging, among other things, that the Proposer has completely reviewed and understands and agrees to be bound by the requirements of this RFP and has received all addenda. Such letter commits the Proposer, if selected, to carry out the provisions of the Proposal. The Transmittal Letter shall be submitted on the Proposer's letterhead in the form of Proposal Form 1 and signed by a representative of the Proposer who is empowered to sign such material and to commit the Proposer to the obligations contained in the Proposal (the "Designated Signatory"). The Certificate of Authorization (Attachment 1 to the Transmittal Letter) attesting to such authorization must also be submitted with the Transmittal Letter. If the Proposer is a partnership, the Proposal shall be signed by one or more of the general partners. If the Proposer is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If the Proposer is a joint venture, each firm in the joint venture shall sign the Transmittal Letter. If the Proposer is a limited partnership or a limited liability company, the Proposal shall be executed by the managing partner(s) or managing member thereof. Anyone signing the Proposal or any Proposal Form as agent must file with it legal evidence of his or her authority to execute such Proposal or Proposal Form. The Designated Signatory shall sign all forms that require the signature of the Proposer. The Transmittal Letter must also contain a listing of all firms that are part of the Proposer's Project team (Attachment 2 to the Transmittal Letter). A summary of the role for each member of the Proposer's Project team shall be included.

B. Executive Summary

The Proposer shall submit an executive summary detailing the key aspects of the Proposal. The executive summary should include a clear statement of the Proposer's understanding of the RFP, identify the Proposer's key team members and their respective roles with respect to the proposed Project, briefly describe the Facility's proposed

processes and summarize the other significant aspects of the Proposal noting how the Proposer meets the requirements of the RFP and the Service Contract. The executive summary shall not exceed 10 pages, plus the following charts and diagrams:

- Project Team (8½" x 11", 1 page)
- Site Plan (11" x 17", 1 page)
- Process Block Diagram (11" x 17", 1 page)

C. Project Abstract

The Proposer shall also submit a Project abstract outlining the Proposal. The Project abstract shall at a minimum include an identification of the proposed Project team and description of the proposed Facility and overall Project. The Project abstract shall not exceed 4 pages. The City may use the Project abstract for public relations purposes. Accordingly, the Project abstract should be concise and drafted so that it may be easily understood by persons not having a technical background.

D. Proposal Form 2: Non-Collusion Affidavit

Proposers shall complete and sign Proposal Form 2, which acknowledges that the Proposal has been made and submitted in good faith and without collusion or fraud.

E. Proposal Form 3: Disclaimer Statement

Proposers shall be responsible for independently verifying the accuracy of all the information contained in the RFP. Proposers shall complete and sign Proposal Form 3 which releases the City and the City Representatives (as defined therein) from any and all claims arising from any information contained in or otherwise provided in connection with this RFP, except as otherwise specifically provided in the Service Contract with respect to the occurrence of certain Uncontrollable Circumstances.

4.04.2 Section 2.0: Project Team Information

A. General Project Team Information

The Proposal shall include a description of the Proposer, i.e., the form of business structure (corporation, partnership, joint venture, etc.) that is proposed to serve as the contracting party. A Project organization chart is required which shall include a full page diagram of the legal relationships between all parties of the Proposer's Project team, including the Guarantor, and a clear description of the ownership structure of all Project team members, including the Guarantor. If the Proposer is a partnership or a joint venture, all members of the Proposer shall be listed. Pre-qualified Respondents may not materially modify their ownership structure, as presented in their SOQ.

The Proposal shall identify the portions of the Project that will be undertaken directly by the Proposer and what portions of the Project will be subcontracted and to which firms (collectively, “Significant Subcontractors”). The Project organization chart shall also show all Key Personnel (identified on Proposal Form 5, below) and lines of authority for the Design-Build Period and Operation Period.

The Proposer shall also identify any other entity, including, without limitation, any corporation, partnership, firm, joint venture, or individual to which the Proposer intends to assign material responsibilities under the Service Contract. At a minimum, the Proposal shall identify the parties that will undertake the various roles required to perform the Contract Services.

The proposed contractual relationships between the Proposer, the Guarantor, and all major partners and Significant Subcontractors relative to the various phases of the Project (e.g., design, construction, operation, etc.) shall be outlined in the Proposal. The City reserves the right to request copies of such contracts as part of the Proposal review process.

In addition, Proposers shall indicate the current workload of the key Project team members and shall provide a description of how the Project team will manage the workload in a manner that will assure the timely, cost-effective delivery of the Contract Services.

B. Proposal Form 4: Guarantor Acknowledgement

The Proposer must have the Guarantor for the Project, which was identified by the Proposer in its SOQ, complete and sign the Guarantor Acknowledgement (Proposal Form 4). The Guarantor will be required to sign a Guaranty Agreement with the City in the form set forth in the draft Service Contract (Transaction Form A), in which it will irrevocably, absolutely and unconditionally guarantee the performance of all obligations of the Company under the Service Contract. The Guarantor Acknowledgment shall be submitted on the Guarantor’s letterhead in the form of Proposal Form 4 and signed by a representative of the Guarantor who is empowered to sign such material and to commit the Guarantor to the obligations contained in the Acknowledgement. A Certificate of Authorization (Attachment 1 to the Guarantor Acknowledgement) attesting to such authorization must also be submitted with the Guarantor Acknowledgement. If the Guarantor is a partnership, the Guarantor Acknowledgment shall be signed by one or more of the general partners. If the Guarantor is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If the Guarantor is a joint venture, each firm in the joint venture shall sign a separate Guarantor Acknowledgment. If the Guarantor is a limited partnership or a limited liability company, the Guarantor Acknowledgment shall be executed by the managing partner(s) or managing member thereof. If there are multiple Guarantors (which must be jointly and severally liable), each must independently comply with these requirements and

submit separate Guarantor Acknowledgments with Certificates of Authorization. Anyone signing as an agent must file with it legal evidence of his or her authority to execute such Guarantor Acknowledgment.

Proposers may provide enhancements to the Guarantor identified in the Proposer's SOQ; however, Proposer's must describe any enhancements provided, and detail how the enhancements make the Guarantor equal to or better financially than as set forth in the Proposer's SOQ. The City, in its sole discretion, may consent or decline to consent to such enhancements.

C. Proposal Form 5: Key Personnel

The Proposer shall complete Proposal Form 5 for all Key Personnel, which shall include the following individual team members (as applicable):

1. Senior Supervisors;
2. Contract Representative;
3. Overall Project Manager;
4. Design-Build Manager;
5. Systems Engineer;
6. Company Construction Superintendent;
7. Lead Water Treatment Process Design Engineer;
8. Project lead with respect to Governmental Approvals;
9. Engineer-of-Record, licensed in the State of Florida, responsible for process design, facilities design, civil, mechanical, structural, electrical and geotechnical disciplines;
10. Field Engineers
11. QA/QC Manager;
12. LEED Specialist
13. Commissioning Manager
14. Safety Manager;
15. Chief Operator; and
16. Shift Supervisors.

Additional forms may be provided for other Key Personnel critical to completion of the Project. Where one individual or team member performs several functions, information shall be provided on immediate subordinates. The Proposers shall demonstrate that the Key Personnel include the appropriate mix of skills and disciplines, that there shall be assurance of continuity from Design-Build Work through startup, commissioning, and into the Operation Period and that there is definitive authority vested in the appropriate individuals to fully execute the Project. The Proposer shall submit a statement attesting to the Proposer's commitment to keep the individuals so identified for the duration of the intended role in the Project for each individual. This commitment is to last as long as each individual remains in the employ of the Proposer or as otherwise specified in the

Service Contract, subject only to unavoidable personal circumstances affecting the Key Personnel. The Proposal shall identify where Key Personnel will be located during the execution of the Project.

Each Proposer shall recognize that its Key Personnel, along with the Significant Subcontractors and their key employees included in the previously submitted SOQ, were used as a basis for determining short-listed firms for eligibility to submit responses to this RFP. Therefore, any changes to the Proposer's proposed Project team from that presented in the SOQ, shall include a description of the proposed change and how the change makes the Proposer equally qualified or better qualified than indicated by the previously submitted qualifications. Such changes may, at the sole discretion of the City, result in disqualification of the Proposer if the City determines that any such changes have adversely affected the Proposer's qualifications from those set forth in the previously submitted SOQ.

D. Proposal Form 6: Verification of SOQ Information

The information previously provided in the Proposer's SOQ shall be evaluated based upon the criteria identified in Section 5 of this RFP on a relative basis among the Pre-qualified Respondents. Accordingly, each Proposer must update and reaffirm all aspects of its SOQ; or, if making changes, identify the changes and describe how such changes make the Proposer's qualifications equal or better than its previously submitted qualifications in its SOQ through completion and submission of Proposal Form 6. Any such changes must be consented to by the City, in its sole determination, and the City's decision as to whether or not such changes enhance or adversely effect the Proposer's qualifications shall be final.

As part of each Pre-qualified Respondent's update to the information previously submitted in connection with its SOQ, the Proposer shall update its safety experience modification rates for the last three years and shall provide its updated safety experience modification rate on the letterhead of the Proposer's insurance carrier.

In connection with Proposal Form 6, a Pre-qualified Respondent may update the description of the reference facilities identified in its SOQ or may add additional reference facilities, as necessary to show that the Pre-qualified Respondent has the experience necessary to perform the Contract Services. The City may choose as part of the RFP process to visit any of the reference facilities identified in a Pre-qualified Respondent's SOQ or any new reference facilities identified by the Pre-qualified Respondent in its Proposal. If new reference facilities are added, a brief description of each added reference facility shall be provided, including a description of the Pre-qualified Respondent's specific involvement. For each reference facility added, the Pre-qualified Respondent shall provide at least the following information, as applicable:

1. the name and location;

2. the name, address, and telephone number of client contact;
3. the owner of the facility or system;
4. if regulated, the name, address, and telephone number of the regulator;
5. a description of the services performed;
6. the applicability and relevance of the reference facility to the Contract Services;
7. a description of systems and processes, including design, size and capacity;
8. the history of operations, including start-up date and years of service; and
9. key contact information.

E. Proposal Form 7: Statement of Equity Ownership

The Proposer shall complete and submit Proposal Form 7 to indicate the names and addresses of any owner(s) of the Proposer who own 10% or more of equity in the Proposer. If one or more such equity owner is not an individual, then the equity holding individuals or entities owning 10% or greater of the equity in that entity shall also be listed. Such disclosure shall be continued until names and addresses of every individual stockholder, and individual partner, member or venture exceeding the 10% ownership criteria of each corporation, partnership, limited liability company or joint venture listed has been identified.

F. Proposal Form 8: Financial Capacity Data

Proposers and Guarantors shall complete and provide Proposal Form 8 in order to provide the City with updated financial information from that submitted with the SOQ. Proposal Form 8 shall be completed separately by the Proposer and the Guarantor(s) and signed by an authorized official of the Proposer and the Guarantor(s), respectively. The Proposer and the Guarantor shall attach any additional financial information requested in Proposal Form 8, including audited financial statements and associated footnotes. If any information requested on Proposal Form 8 is not available, Proposers and Guarantors shall provide an explanation as to the absence of such information. As required in Proposal Form 8, the Proposer and the Guarantor shall provide independently audited financial statements for the preceding three fiscal years and their most recently available quarterly financial statements and may request such financial information be treated confidentially in accordance with subsection 3.08 of this RFP. If the Proposer and Guarantor provided the financial statement information as part of its SOQ, the Proposer should only submit updates to those statements. Audited financial statements shall be presented in U.S. dollars and shall include the auditor's report, income statements, balance sheets, cash flow statements, accompanying footnotes and any required supplementary information. These statements shall be presented in U.S. dollars and shall be prepared in accordance with GAAP, including all relevant notes. The City will accept

statements prepared in accordance with a different financial standard (e.g., IAS or European GAAP). However, such statements shall be presented in U.S. dollars, shall include all relevant notes in English and shall be accompanied by a general description of the differences between the principles under which the reports have been prepared and GAAP. If the Proposer does not file financial statements separately from its parent company, the City will accept financial statements prepared for internal reporting purposes along with the parent's financial statements. If the Proposer is a special purpose entity ("SPE") or if the Proposer intends to utilize a SPE, then the Proposer shall provide at least three years of financial statements of the shareholders or partners of the SPE and, as applicable, the articles of incorporation, deed of partnership or articles of organization of the SPE.

If the Proposer or the Guarantor is required to make periodic filings with the Securities and Exchange Commission ("SEC"), the Proposer and the Guarantor shall submit any additional filings it has made since its submission of the SOQ. This would include filings on Form 10-K and supporting documents, all quarterly reports filed with the SEC on Form 10-Q since the last 10-K was filed, and all reports filed with the SEC on Form 8-K since the last 10-K or 10-Q was filed, whichever is later.

G. Proposal Form 9: Surety Letter of Intent to Issue a Performance Bond

Proposal Form 9 shall be duplicated and provided on the official letterhead of the Proposer's surety company. The Proposer must provide a surety company that complies with the requirements set forth in Section 14.2 of the Service Contract. Proposal Form 9 acknowledges, among other things, that the Proposer's surety company has reviewed and understands the requirements of this RFP and the Service Contract and intends to issue a Performance Bond in favor of the City and County (as dual obligees) as security for the performance of the Company's Design-Build Work obligations under the Service Contract, as negotiated between the parties based on the RFP and Proposal.

H. Proposal Form 10: Surety Letter of Intent to Issue a Payment Bond

Proposal Form 10 shall be duplicated and provided on the official letterhead of the Proposer's surety company. The Proposer must provide a surety company that complies with the requirements set forth in Section 14.2 of the Service Contract. Proposal Form 10 acknowledges, among other things, that the Proposer's surety company has reviewed and understands the requirements of this RFP and the Service Contract and intends to issue a Payment Bond in favor of the City and County (as dual obligees) as security for the performance of the Company's payment obligations in connection with the performance of the Design-Build Work under the Service Contract, as negotiated between the parties based on the RFP and Proposal.

I. Proposal Form 11: Surety Letter of Intent to Issue an Operations Performance Bond

Proposal Form 11 shall be duplicated and provided on the official letterhead of the Proposer's surety company. The Proposer must provide a surety company that complies with the requirements set forth in Section 14.2 of the Service Contract. Proposal Form 11 acknowledges, among other things, that the Proposer's surety company has reviewed and understands the requirements of this RFP and the Service Contract and intends to issue an Operations Performance Bond in favor of the City and County (as dual obligees) as security for the performance of the Company's Operation Services obligations under the Service Contract, as negotiated between the parties based on the RFP and Proposal.

J. Proposal Form 12: Insurance Company Letter of Intent

Proposal Form 12 shall be duplicated and provided on the official letterhead of the Proposer's insurance company. The Proposer must provide an insurance company that complies with the requirements set forth in Section 13.1 and Appendix 10 of the Service Contract. The Insurance Company Letter of Intent acknowledges, among other things, that the Proposer's insurance company has reviewed and understands the requirements of this RFP and the Service Contract and that the insurance company intends to furnish the Required Insurance set forth in Appendix 10 of the Service Contract, as negotiated between the parties based on the RFP and Proposal.

K. Additional Financial Information

In order to demonstrate the financial capacity to perform the Contract Services, each Proposer shall update the financial information submitted with its SOQ for itself and its Guarantor with respect to the Proposer's and Guarantor's near-term financial prospects. In this section of the Proposal, discuss any recent, current, or anticipated changes in the Proposer's or the Guarantor's method of conducting business, including mergers and acquisitions, take-over or divestitures. Proposers shall state whether there are or may possibly be any events or changes that might significantly alter the financial condition of the Proposer or its Guarantor. This could include any material lawsuits or litigation, significant permit exceedances, and material contract disputes for other projects developed or operated by the Proposer, the Guarantor or any Significant Subcontractor. Note, responses under this section of the RFP that are subject to knowledge qualifiers should reflect the knowledge of the Proposer as well as the Guarantor and any Significant Subcontractor. Additionally, discuss any material financial disclosures, contingent liabilities (including operating performance guarantees for other entities) adjustments, and extraordinary expense items that have been disclosed over the past three-year period. For purposes of this paragraph and this RFP, "material" refers to any litigation or contract dispute where a Proposer's potential exposure is greater than \$1,000,000 or where there is a potential exposure or liability of greater than \$1,000,000 for any reason whatsoever.

Proposers shall include all such material information requested in this paragraph in this section of its Proposal.

In addition, in this section of the Proposal, Pre-qualified Respondents may provide any other information of the Proposer and the Guarantor that would assist the City in evaluating the Proposer's and Guarantor's financial capabilities and long-term financial strength in accordance with Section 5.0 of this RFP.

4.04.3 Section 3.0: Technical Proposal

This section of the Proposal shall present the technical aspects of the Proposer's plan to provide the Contract Services. Each Pre-qualified Respondent shall provide a description of the proposed Project and the information necessary to convey a clear understanding of the proposed systems and equipment, as well as a description of the approach to the performance of the Contract Services in accordance with the requirements set forth in this Section. The Proposer's technical submission shall be in sufficient detail so that the City can ascertain the Proposer's ability to comply with the performance and quality level requirements set forth in the Service Contract. The organization of the technical information submitted shall be in a format that can be easily incorporated into the Appendices for the finalization of the Service Contract. A list of design standards to be used and a description of the Proposer's Project Equipment redundancy and sparing philosophy shall be provided.

The following subsections outline the elements that shall be included in the Proposer's technical proposal to demonstrate compliance with the Service Contract and this RFP.

A. Project Description and Design Approach

Each Pre-qualified Respondent shall provide a description of the treatment process, equipment selection and the design of the Project. Detailed design criteria and specifications shall be provided on the appropriate Technical Proposal Forms (discussed in subsection B of this Section). The Pre-qualified Respondent shall explain how the proposed design meets the Design and Construction Requirements (see subsection 2.06.1 of this RFP) and shall clearly identify any differences between the proposed treatment processes and the treatment processes included in the Preliminary Engineering Report (see subsection 2.05 of this RFP). The Pre-qualified Respondent shall also clearly demonstrate how the proposed design achieves the City's quality expectations for the Project, as indicated by the detailed specifications and drawings included in Attachments 3B and 3C to Appendix 3 (see subsection 2.06.1 of this RFP) and shall prepare a technical approach that includes, but is not necessarily limited to, the items listed below:

- Design and sizing criteria for all treatment processes
- Size and volume of all treatment units

- Approach for meeting the Performance Guarantees and other Contract Standards, including a description of the Proposer's approach to meeting the quality level requirements for all Company Project Improvements established by the Technical Specifications (Appendix 3 to the Service Contract)
- Description of the basis for assurance that the chosen treatment processes will be capable of meeting the Performance Guarantees and all other Contract Standards, with reference to the Proposer's Pilot Testing Study, including
 - The history and demonstrated results of the proposed system for meeting the Performance Guarantees
 - The Proposer's experience with design, construction, and operation of the proposed systems
 - An analysis of how the proposed combination of unit processes and system configurations can meet the approval of all applicable Governmental Bodies, including FDEP and the Department of Health
 - The ability of the proposed Facility to operate at the Specified Raw Water Quality Parameters set forth in Appendix 15, and at the typical variations that can reasonably be anticipated, through textual and graphic depictions of the Facility's operational range
- The ability of the Facility to produce Finished Water that meets standards more stringent than set forth in the Performance Guarantees
- Description of each major process system, including the Raw Water supply system, chemical feed systems, pre-treatment systems, reverse osmosis membrane treatment system, post-treatment systems and permeate storage and Concentrate disposal system
- Description of the redundancy for each unit process and the interconnections between unit processes
- The ability of the Facility to either be shutdown on a short-term (less than 30 days) or long-term basis or to curtail operations during City-ordered shutdowns or curtailments
- Approach for optimizing energy usage
- Identify the amount and type of Facility By-Products that are generated from the proposed process and describe the approach to managing all Facility By-Products
- Approach to assuring that the Project will be designed and constructed so that LEED Silver Certification can be achieved based upon the standards set forth in LEED-NC version 2.2 (as discussed in subsection 2.06.1 of this RFP)

- Approach for providing Project Site security and to assisting the City and all appropriate Governmental Bodies in connection with any vulnerability assessment required under Applicable Law
- If there are changes from the processes described in the Preliminary Engineering Report:
 - Explain the basis for the judgment that the proposed changed process will be approved by all required Governmental Bodies, including the Department of Health
 - Identify reference facilities successfully using the technology involved in the proposed process change
 - Describe the basis for assurance that the treatment process proposed will be capable of meeting the Performance Guarantees and other Contract Standards with reference to the Proposer's Pilot Testing Study
- Drawings and Diagrams
 - Clearly label the drawings and diagrams
 - Additional drawings and diagrams beyond those requested below may be provided
 - Drawings will serve as an overview of the technical design and will become a part of the Appendices to the Service Contract
- Site layout plan, including Project limits, clearing limits, roadways, Utilities etc., showing all Project components, as well as location of future structures for buildout to ultimate plant capacity of 17.5 MGD
- Process diagrams
 - Complete process flow diagram for the entire Project
 - Raw Water supply system
 - Pre-treatment chemical feeds
 - Cartridge filtration
 - Reverse osmosis membrane treatment
 - Post-treatment lime handling and feed
 - Post-treatment pH control/carbon dioxide feed
 - Flushwater and RO clean-in-place systems
 - Structural plan and section drawings
 - Hydraulic profile

- Electrical one-line diagram
 - Electrical load study
 - Site power distribution plans
 - Lightning protection, grounding, bonding & surge protection plan
 - Site drainage plan (stormwater control)
 - Communications systems and schematics
 - Control system block diagrams
 - Security system specifications
- Listing and location of all Raw Water and Finished Water quality monitoring devices
 - General description of Utilities
 - General roadway and traffic plans
 - Narrative descriptions of components of the Facility not directly related to water treatment such as civil/site work, structural design, building services, power supply, electrical equipment, instrumentation and control, communications systems, on-site laboratory facilities, administration building, maintenance building, visitor parking and other ancillary areas
 - Description of approach to design of the structural aspects of the Design-Build Work, including foundation systems, structural floor, wall, and roof systems proposed for all buildings, tanks, holding areas, and containment structures, along with sizing criteria for all containment structures
 - Proposer's additional geotechnical investigation reports, if conducted
 - Site analysis that examines and displays the relationship of the proposed architectural design to the surrounding area
 - Architectural design approach including renderings that show
 - Aerial perspective showing the relationship of the Project components to the surrounding area
 - The most likely public view
 - Perspectives of occupied buildings and major process structures
 - General landscaping and irrigation plans
 - Fencing and related site security components
 - Description of architectural features

Proposers are solely responsible for providing Proposals that will comply with Applicable Law and can obtain applicable Government Approvals, including, without limitation, those set forth in Appendix 9 to the Service Contract. Changes in law or other uncontrollable circumstances occurring after the date of the submittal of Proposals and prior to the Contract Date shall be negotiated between the parties in accordance with Section 3.11 of this RFP. The City shall not be liable for any increased costs to the Company in the event that after the Contract Date any aspect of the Project must be modified in order to meet the requirements of Applicable Law in effect as of the date to be specified in the Service Contract for the conclusion of the negotiations or to meet the requirements of any of the other Contract Standards.

B. Technical Proposal Forms

Proposers shall complete and provide Proposal Forms 13A through 13U to provide the City with detailed design criteria and specifications for the various equipment, systems, materials, and structural elements the Proposer intends to utilize in implementing the Project (the “Technical Proposal Forms”). Proposers are encouraged to modify and add to the Technical Proposal Forms as necessary to provide the City with a clear understanding of the intended technical aspects of the Proposal. Certain of the Technical Proposal Forms include a sample listing of specific information typical to the applicable equipment and systems utilized in reverse osmosis water treatment facilities. Any such listed components are not intended to represent the City’s preferred design. The Proposer shall provide information specific to its proposed design in a level of detail similar to that which has been requested in the applicable Technical Proposal Form. Information provided in the Technical Proposal Forms shall be presented in a manner that facilitates incorporation into the Service Contract.

C. Environmental Protection and Mitigation

The Proposal shall describe the Proposer’s program to assure long-term compliance with environmental related Applicable Law and Governmental Approvals and shall provide one or more examples where similar programs have been implemented by the Proposer.

D. Proposal Form 14: Preliminary Project Schedule

The Proposer shall provide a list of proposed major milestones, durations and completion dates for major activities important to procurement, permitting, design, construction, and commissioning activities in Proposal Form 14. The list shall start with the Contract Date and end upon Final Completion and shall clearly indicate the extent to which the Proposer has included float in the schedule. Proposers shall clearly indicate the number of days from the Contract Date by which the Proposer would submit a completed application for each Governmental Approval listed in Table 4.5 of subsection 4.5(J) of the Service Contract (each a “Governmental Approval Application Date”). The dates provided with respect to each such Governmental Approval Application Date shall be

included in Table 4.5 of subsection 4.5(J) of the Service Contract in the event the Proposer is the successful Proposer and enters into a Service Contract with the City. These major milestones, activity durations, and completion dates will comprise the Preliminary Project Schedule. The Proposer shall provide copies of this Preliminary Project Schedule in both written and electronic formats (Primavera® Systems, Inc. or other suitable format) with the Proposal. The level of detail shall be summary level for major procurement, permitting, design, construction, commissioning and Acceptance testing activities in accordance with the requirements specified in Proposal Form 14.

E. Plan for the Performance of the Design-Build Work

Each Pre-qualified Respondent shall provide a plan for the performance of the Design-Build Work that addresses, without limitation, the following items:

- Composition and organization of the design-build team
- Team mechanisms of reporting and internal communications plan
- Specific responsibilities, authority and accountability of key personnel and how they will interact with each other and other entities
- Description of how construction and operations organizations will be integrated with the design organization in all phases of design-build to promote constructability, operability, maintainability, value engineering and efficiency of design and construction
- Description of plan for handling communications with the public including the personnel responsible for implementing the plan
- Description of the relationship and communications with the City, the County and all other appropriate Governmental Bodies
- Geographic location of key staff during each phase of the Project
- Description of approach to site development, including construction staging and laydown areas, earth movement and all other site work
- Description of measures to minimize noise, odors, dust, traffic and other construction-related impacts during the Design-Build Period
- Preliminary construction traffic management plan and a discussion of how construction shall be coordinated and scheduled to avoid impact to any sensitive nearby wetland habitats
- Preliminary spill prevention and control plan for construction
- Description of the approach to obtaining Governmental Approvals needed to construct and operate the Facility, including those set forth in Appendix 9 to the Service Contract

- Identification of each applicable Governmental Approval, the estimated calendar time required to submit a complete Governmental Approval application, the estimated calendar time required to obtain the Governmental Approval and each instance where coordination or assistance from the City or others in obtaining such approval is required
- Description of the Pre-qualified Respondent's Design-Build Quality Management Plan and procedures including the authority and independence given to the person(s) tasked with implementing quality assurance and quality control
- Description of approach to procurement and delivery of materials for the project
- Identification of any and all schedule-constraining resources and how the Pre-qualified Respondent will manage these resources to prevent them from impacting construction progress including such items as availability of skilled workers, materials, machinery, equipment, working capital
- Description of the approach to attracting, retaining and providing incentives to attract and retain skilled laborers necessary to meet labor requirements
- Approach to management of subcontractors
- Description of Proposer's approach to integrating the Company Project Improvements with the City Project Improvements
- The internal dispute resolution process for on-site disputes between the Company and its employees and/or subcontractors
- Approach to construction safety

F. Plan for Transition and Acceptance Testing

The Proposal shall describe the Proposer's approach for making the transition from the Design-Build Work to the Operation Period under the Service Contract. It is recognized that many of the details for such activities are not practical to finalize at this time, and as such, the Proposer shall provide an overview of its approach for the transition in its Proposal. Accordingly, the Proposer shall provide a preliminary commissioning plan explaining how the Project will be made ready for start-up, testing and commissioning. The preliminary commissioning plan shall describe the sequence of major unit operations start-up activities proposed, provide an overview of the wet and dry functional testing of individual equipment and unit processes, describe the approach to instrumentation and control systems testing, and describe the activities and major milestones to be reached prior to the conduct of the Run-In Period and Acceptance Test activities pursuant to Appendix 7 of the Service Contract. The preliminary commissioning plan should also identify the operations staff training to be conducted as well as the submittals and the means to document and assure a smooth transition of the care, custody and control of equipment or unit processes operations between the commissioning team and the normal operations staff. The Proposer shall provide details of the commissioning team's

organization, personnel composition and identify who will be in direct responsible charge during start-up, the Run-In Period and the performance of the Acceptance Test.

G. Plan for the Performance of the Operations Services

Each Pre-qualified Respondent shall provide its plan for the performance of the Operations Services. This section of the Proposal shall address, without limitation, the following items:

- Briefly describe the overall approach to performing the Operations Services, including a description of the proposed methods for demonstrating compliance with the Contract Standards during the Operation Period. The description shall include the management philosophy of the Proposer and any management procedures or policies that will be followed, as well as the staff planned to be on site during specific hours.
- Explain the technical approach to performing the Operation Services, including system operational improvements, training and inspection procedures, monitoring measures and routine, preventative, corrective and predictive maintenance programs.
- Describe the laboratory procedures to be undertaken by the Company, including compliance sampling and analysis and compliance with National Environmental Laboratory Accreditation Conference certifications.
- Describe, generally, the manner by which the Company will produce all reports required by the Service Contract.
- Describe any software to be used or provided for process control and or laboratory information management
- Describe the procedures for reviewing with the City on a monthly basis operations reports, ongoing cost information, and key upcoming projects and/or operations that may impact any Contract Services.
- Discuss what quality assurance and quality control procedures will be used to monitor any aspect of the Operations Services.
- Discuss in detail the proposed planned maintenance programs (i.e., preventative and predictive maintenance).
- Detail how all maintenance records will be kept up to date, including labor and material costs for each piece of equipment, work performed, root cause analysis and replacement dates.
- Identify and describe in detail the proposed computerized maintenance management system (CMMS) that will be used by the Company in accordance with the requirements of the Service Contract. The Proposer shall include sample output sheets or detailed output descriptions produced by the CMMS. The Pre-qualified Respondent shall describe in detail past experience with the CMMS, including uses of its various features.

- Explain the technical approach to performing repair and replacement responsibilities, including major repair, refurbishment and replacements of pipes, valves, equipment, structures, and other assets.
- Discuss what quality assurance and quality control procedures will be used to monitor any and all aspects of repair and replacement, including major repair and replacement.
- Describe the procedure the Company will undertake to conduct its initial and exit inventory and audit of the Facility and document the condition and operational status.
- Identify and describe in detail the proposed approach to generate, maintain, and update the Operation and Maintenance Manual that will be created and used by the Company in accordance with the requirements of the Service Contract. Provide examples, including all features, of similar Operation and Maintenance Manuals developed or used by the Pre-qualified Respondent.
- Describe how the Company will maintain the Project in a neat, clean and litter-free manner at all times, ensuring the operation of the Project does not create impermissible odor, litter, noise, visible algae, rust, corrosion, fugitive dust, vector or other adverse environmental effects.
- Describe the approach for process monitoring and regulatory reporting.
- Describe the chemicals management strategy, including safe operations and management of chemicals; the approach for inventory control, water quality impact and dosage control; and the strategy for integrating chemicals management with Project operations, emergency operations, and process monitoring.
- Describe how the Company will prepare for and manage emergencies that may arise at the Facility and interact with the applicable municipal fire, police, public works and emergency management personnel during such emergency.
- Describe the Pre-qualified Respondent's general approach to emergency response planning and staff training. Include the strategy for notifications of appropriate parties in the event of an emergency that may threaten the safety, health or welfare of the public.
- Briefly describe the Pre-qualified Respondent's general safety program, including staff training, preventative maintenance, and safety procedures for OSHA compliance program requirements. Essential elements of such a program shall include regularly scheduled safety training sessions for all personnel, standard operating procedures for chemical storage and handling, confined space entry and emergency response, and the care and use of proper safety equipment. An outline of a complete safety-training program shall also be included. Identify the names and experience of the Pre-qualified Respondent's personnel that will administer such a program.

H. Plan for the Management of Residuals

Each Pre-qualified Respondent shall provide its plan for the management of Residuals. This section of the Proposal shall address, without limitation, the following items:

- Identify the off-site disposal sites for all Residuals that will not be disposed of in the Underground Injection Wells and the Governmental Approval status of any off-site disposal site, remaining useful life of the disposal site, the expected amount of Residuals to be disposed on a weekly basis at each disposal location (by volume and, if applicable, truckload), and the proposed method for keeping records of deliveries to each disposal location.
- Describe any beneficial reuse or waste minimization being proposed for any Residuals.
- Identify any Residuals that are defined by the EPA, FDEP or any other Governmental Body as Hazardous Material or other dangerous material to the extent such Hazardous Materials or other dangerous materials may affect classification of the Residuals for acceptance at a disposal site and the designated disposal site for such material.
- Identify any possible environmental impacts associated with its proposed method of disposal for Residuals, whether such disposal is to occur on-site or off-site.
- Provide risk considerations and a risk plan that details how the Company intends to mitigate such risk considerations.

4.04.4 Section 4.0: Business and Price Proposal

This section of the Proposal shall present the business and pricing aspects of the Proposal. While the City anticipates entering into the Service Contract with the selected Proposer in accordance with the schedule set forth in subsection 3.01 of this RFP, it is possible that the execution of the Service Contract will be delayed due to unforeseen circumstances. **By submitting a Proposal, each Proposer agrees that the pricing terms submitted in connection with the Proposal shall be held firm for a period of 365 days following the date of the Proposal. All pricing shall be subject to adjustment solely in accordance with the terms and conditions of subsection B of this Section and the Service Contract.** The following subsections outline the information that shall be included in the Proposer's business and price submission.

A. Summary of Business and Price Proposal

Pre-qualified Respondents shall provide a summary of the key aspects of its business and price proposal with reference to the applicable Proposal Forms, including the price Proposal Forms discussed below and the Proposal Forms required above with respect to the financial capacity of the proposed Project team. In addition, as part of the summary of the business and price proposal, Pre-qualified Respondents shall describe the expertise and management capabilities of the proposed Guarantor and how the proposed Guarantor will integrate the required expertise of all proposed Project team members for the overall benefit of the Project.

B. Proposal Form 15: Fixed Design-Build Price

The Proposer shall complete Proposal Form 15 by providing the total Fixed Design-Build Price as well as an approximate breakdown of the Fixed Design-Build Price for the Project, as indicated in Proposal Form 15. The items listed on Proposal Form 15 are not intended to represent a complete listing of all equipment, systems, and infrastructure requirements to design and construct the Project. Proposers shall include additional items and remove inapplicable items, as appropriate, to add clarification of their Proposal.

The Fixed Design-Build Price shall include all costs for performing the Design-Build Work, including obtaining all applicable Governmental Approvals, designing, constructing, starting-up, commissioning and Acceptance Testing the Project. The Fixed-Design Build Price shall also include the costs associated with the Required Design-Build Period Insurance, Performance Bond and Payment Bond, as well as any other costs associated with the Design-Build Period necessary to achieve Final Completion. Proposers shall propose their Fixed Design-Build Price with the understanding that there is no intention on the part of the City to request further “best and final offers” and that this proposed Fixed Design-Build Price (subject to adjustment as set forth in this subsection and the Service Contract) shall be included in the Service Contract without further negotiation.

Proposers should note that while the total Fixed Design-Build Price represents the Proposers guaranteed price for performing all Design-Build Work and achieving Final Completion, the detailed breakdown of the Fixed Design-Build Price on Proposal Form 15 shall be solely for the informational and evaluation purposes of the City. The total Fixed Design-Build Price and each line item price shall be inclusive of all applicable Taxes (including the City’s “business tax” and Florida sales taxes on purchases of materials at the applicable tax rate).

As indicated above, the proposed Fixed Design-Build Price shall remain effective for 365 days following the Proposal date and shall be subject to adjustment solely in accordance with this subsection and the Service Contract. In the event that the Contract Date occurs after the date which is 180 days following the date of the submittal of the Proposal, the proposed Fixed Design-Build Price (excluding the Baseline Cost Amounts) shall be subject to adjustment based on the change in the National Engineering News Record (ENR) “Construction Cost Index (CCI)” for the period starting on the date which is 180 days following the date of the submittal of the Proposal and ending on the Contract Date.

C. Proposal Form 16: Materials Cost Adjustment to Fixed Design-Build Price

Section 6.1 of the Service Contract provides for an adjustment to the Fixed Design-Build Price based on certain materials cost fluctuations. The Proposer shall provide the Baseline Cost Amounts and the Record Adjustment Dates on Proposal Form 16, all in accordance with Section 6.1 of the Service Contract. Proposers shall include reasonably

accurate dollar values for the Baseline Cost Amount for each of the materials listed in Proposal Form 16 and should note that all of the Record Adjustment Dates must be within one year of the Contract Date. Proposers are encouraged to limit the number of dates proposed as Record Adjustment Dates in the interest of contract administration.

D. Proposal Form 17: Fixed Design-Build Price Maximum Drawdown Schedule

Proposers shall complete the Fixed Design-Build Price Maximum Drawdown Schedule on Proposal Form 17. The proposed Fixed Design-Build Price Maximum Drawdown Schedule will be evaluated and used to finalize the Service Contract.

E. Proposal Form 18: Fixed Component of the Service Fee

The Proposer shall complete Proposal Form 18 by proposing the O&M Element and the Chemicals Element, which, together, shall comprise the Fixed Component of the Base Operating Charge of the Service Fee. The O&M Element of the Fixed Component shall cover all costs for operations (excluding chemicals) and ordinary maintenance and repair as set forth in Article XI of the Service Contract, including all equipment repairs, renewal and replacement costs less than or equal to \$25,000 per activity. The O&M Element should not include costs associated with Major Maintenance, Repair and Replacement or costs associated with reverse osmosis system membrane replacement. The Company will be compensated for such costs through the Annual Capital Maintenance Charge and the Annual Membrane Replacement Charge. The Chemicals Element of the Fixed Component shall cover all costs of chemicals to be utilized in the performance of the Operations Services. The Fixed Component of the Service Fee, including the O&M Element and the Chemicals Element, shall be inclusive of all applicable Taxes (including the City's "business tax" and Florida sales taxes on purchases of materials at the applicable tax rate). The Proposer shall provide a detailed breakdown of the O&M Element and the Chemicals Element, which detailed breakdown shall be solely for the informational and evaluation purposes of the City.

Proposal Form 18 shall also state the Proposer's CPI Adjustment Factor Modifier and Chemicals Adjustment Factor Modifier, which represents that fraction of the annual percentage change in the Consumer Price Index and the Chemical Price Index, based on the calculation method defined in Section 11.3 of the Service Contract, which the Proposer wishes to propose for purposes of calculating the CPI Adjustment Factor and the Chemicals Adjustment Factor. The proposed CPI adjustment Factor Modifier and the proposed Chemicals Adjustment Factor Modifier shall not be greater than 100%.

The proposed Fixed Component of the Service Fee shall be in the amount that would be payable to the Company if the Operation Period were to begin in the Contract Year beginning the City's fiscal year commencing October 1, 2009 and shall be adjusted at the

beginning of each subsequent Contract Year, as described in Article XII of the draft Service Contract.

F. Proposal Form 19: Guaranteed Maximum Electricity Utilization and Guaranteed Maximum Electricity Demand

The Proposer shall complete Proposal Form 19 by providing maximum usages of electricity by the Project in terms of electricity utilization (in kW-hr/MG) and electricity demand (in kW) for each listed Flow Rate. The Guaranteed Maximum Electricity Utilization and Guaranteed Maximum Electricity Demand provided by Proposers shall be used in determining the Proposer's Guaranteed Maximum Annual Electricity Costs. Such Guaranteed Maximum Electricity Utilization and Guaranteed Maximum Electricity Demand will be used to calculate the net present value in the cost evaluation of power used to produce Finished Water, by applying it to the estimated unit cost. Proposers should review Section 11.12 of the Service Contract to determine how the Actual Annual Electricity Costs and the Guaranteed Maximum Annual Electricity Costs affect the Service Fee.

G. Proposal Form 20: Maintenance, Repair and Replacement Schedule and the Annual Capital Maintenance Charge

The Proposer shall complete Proposal Form 20 by providing the activities, equipment, schedules and corresponding costs for all Major Maintenance, Repair and Replacement, as described in Article IX of the Service Contract. The information provided in Proposal Form 20 will be used to create the Major Maintenance, Repair and Replacement Schedule to be included in Appendix 12 of the Service Contract and to establish the Annual Capital Maintenance Charge. Proposal Form 20 has been developed in a manner such that Proposers have flexibility in providing the requested information. If certain activities are difficult to predict, Proposers may assign a portion of the annual costs for Major Maintenance, Repair and Replacement to a contingency amount. Proposers are advised that they should not escalate the values for later years in Proposal Form 20. Escalation will be addressed separately as an annual escalation to the Annual Capital Maintenance Charge in accordance with the Capital Maintenance Adjustment Factor as specified in Section 11.8 of the Service Contract. The combined annual individual activities plus the annual contingency for the 20 year Term (assuming the City elects to exercise its right to renew the Service Contract for an additional five years) divided by 20 shall equal the Annual Capital Maintenance Charge amount to be used in the overall economic evaluation of the Proposal.

H. Proposal Form 21: RO System Membrane Replacement Schedule and the Annual Membrane Replacement Charge

The Proposer shall complete Proposal Form 21 by providing the schedule and costs for all reverse osmosis system membrane replacement, as described in Article IX of the

Service Contract. The information provided in Proposal Form 21 will be used to create the RO System Membrane Replacement Schedule to be included in Appendix 13 of the Service Contract and the to establish the Annual Membrane Replacement Charge. If certain reverse osmosis system membrane replacements are difficult to predict, Proposers may assign a portion of the annual costs for such replacements to an annual contingency amount. Proposers are advised that they should not escalate the values for later years in Proposal Form 21. Escalation will be addressed separately as an annual escalation to the Annual Membrane Replacement Charge in accordance with the Capital Maintenance Adjustment Factor as specified in Section 11.9 of the Service Contract. The combined annual cycle of reverse osmosis system membrane replacements plus the annual contingency (if any) for the 20 year Term (assuming the City elects to exercise its right to renew the Service Contract for an additional five years) divided by 20 shall equal the Annual Membrane Replacement Charge amount to be used in the overall economic evaluation of the Proposal.

I. Proposal Form 22: Suggested Changes to Service Contract

Proposers may request changes to the terms and conditions of the draft Service Contract on Proposal Form 22. Proposers submitting suggested changes shall provide: (1) an identification of the Service Contract section(s) to be changed; (2) a concise narrative description of the rationale behind the request for the change; and (3) what benefit the City and the Proposer would gain from the suggested change.

As indicated in Section 2.08.2 of this RFP, while the City requests Proposers to base their Proposals on the terms and conditions set forth in the draft Service Contract included with this RFP, the City recognizes that Proposals may be conditioned on the mutual resolution of specific issues identified in Proposal Form 22. Any requested changes that are conditions of the Proposal must be clearly identified as such on Proposal Form 22. Please refer to Sections 2.08 and Section 3.11 of this RFP for a discussion concerning the City's expectations concerning the Service Contract and the negotiation process.

4.05 PROPOSAL FORMS GENERALLY

To be deemed responsive to this RFP, Proposers shall provide all the requested information and complete all details provided in the Proposal Forms attached to this RFP. All Proposal Forms shall be completed in ink or typewritten and submitted in accordance with the instructions set forth in this Section 4 of this RFP.

The Proposal Forms require Proposer-specific information to be inserted in order to be properly completed. Once the Proposer is selected, certain Proposal-specific information submitted in their Proposal and the Proposal Forms may be included as part of the Service Contract, as appropriate.

**Request for Proposals for the City of Hialeah
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Electronic versions of the Proposal Forms in Microsoft Word® format have been provided to Pre-qualified Respondents on the Project Website.

SECTION 5

EVALUATION OF PROPOSALS

5.01 EVALUATION OF PROPOSALS

Proposals shall be evaluated by the Selection Committee based on the Proposer's ability to meet the performance requirements of this RFP and the Service Contract, including all corresponding Appendices thereto, in a cost-effective manner. All Proposals must be complete and in conformance with the submission requirements established in this RFP.

Proposals will first be individually evaluated for completeness and for conformance with the requirements set forth in this RFP, including compliance with the Design and Construction Requirements set forth in Appendix 3 to the Service Contract. Any Proposal that the Selection Committee determines is incomplete or otherwise not in conformance with the submission requirements of this RFP may be deemed non-responsive and thereby rejected in its entirety by the Selection Committee. Proposals deemed responsive and in conformance with the submission requirements of this RFP will be evaluated by the Selection Committee through the application of the evaluation criteria to the Proposal, as described in subsection 5.02 of this RFP.

5.02 EVALUATION CRITERIA

The specific criteria to be used by the Selection Committee in the evaluation of the Proposals include both technical criteria and business and financial criteria. Technical criteria are allotted a total of 60 points (out of 105) and include: (1) Project Delivery, (2) Technical Reliability and Viability, (3) Operability, and (4) Technical Qualifications, each as further detailed below. Business and Financial criteria are allotted a total of 40 points (out of 105) and include (1) Cost Effectiveness (i.e., price), (2) Financial Qualifications (including but not limited to information provided in the Proposer's previously submitted SOQ), and (3) Business Terms and Conditions, as further detailed below. In addition, the Selection Committee will evaluate each Pre-qualified Respondent based on the interviews to be conducted with each Pre-qualified Respondent. The interview will be allotted a total of 5 points, providing for a total of 105 possible points for the overall evaluation.

5.02.1 Weighting of Evaluation Criteria

The specific weighting for each evaluation criterion is as follows:

- | | |
|---------------------------------------|------------------|
| ■ Technical Criteria | 60 points |
| ■ Project Delivery | (15 points) |
| ■ Technical Reliability and Viability | (20 points) |

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■ Operability	(20 points)
■ Technical Qualifications	(5 points)
■ Business and Financial Criteria	40 points
■ Cost Effectiveness of Proposal	(25 points)
■ Business Terms and Conditions	(10 points)
■ Proposer/Guarantor Financial Qualifications	(5 points)
■ Interview	5 points
Total	105 points

5.02.2 Project Delivery

Proposers shall be evaluated under the Project delivery criterion based upon the Proposer's ability to successfully implement the proposed Contract Services and to meet the City's desired schedule for the implementation of the Project. The Selection Committee will conduct an assessment of the Proposer's schedule and approach for obtaining applicable Governmental Approvals, the potential need for and timing of supplemental environmental review, the ability of the proposed design to meet all regulatory requirements of all applicable Governmental Bodies, and the proposed methods for coordination with applicable providers of Utilities. Proposer's approach to project planning, purchasing, coordination of subcontractors, sequencing and managing the construction activities to meet the schedule will be evaluated, as well as the expertise and management capability of the Guarantor to integrate the required expertise of the Project team members for the overall benefit of the Project. Particular attention will also be given to the Proposer's understanding and inclusion in the schedule of the requirements necessary to test equipment, commission the Project and conduct the Acceptance Test. The City will evaluate the Proposer's approach to avoiding adverse environmental impacts, protecting natural resources, and mitigating environmental impacts. This evaluation also includes an assessment of information provided by the Proposer with its SOQ and any additional information provided in its Proposal regarding material lawsuits or litigation, significant Governmental Approval delays, and material contract disputes in other projects with which the Proposer has been involved, or is currently involved.

Evaluating the Proposal with respect to Project delivery also includes an assessment of current and projected workloads of the Proposer, the constructability of the proposed design and the Proposer's ability to meet the construction schedule for the proposed Project. The Proposer's approach to developing, managing, and scheduling the

construction, commissioning, start-up and Acceptance Test activities will also be evaluated.

The Proposer's strategy for identifying all required Governmental Approvals, preparing applications for such Governmental Approvals, and timely obtaining all Governmental Approvals and any necessary approval of the City for construction and operation of the proposed Project shall also be assessed. This assessment shall include an analysis of the Proposer's understanding of the regulatory review and Governmental Approval processes of all Governmental Bodies having jurisdiction with respect to the Project.

5.02.3 Technical Reliability and Viability

The City shall undertake a technical assessment of the proposed treatment processes and the Project specific information provided by the Proposers. The evaluation will consider the clarity of the pilot study data submitted, the extent to which the reliability of the proposed system design has been demonstrated through the Pilot Testing Study, and the design approach to scaling-up from the data acquired during the Pilot Testing Study. The Proposers must demonstrate that the data contained in the Pilot Testing Report supports and confirms the technical features of the Proposal. This shall include factors such as reliability, flexibility to treat anticipated variability in raw water quality over the Term, treatment performance versus the Finished Water requirements set forth in the Service Contract. In addition, Proposals will be evaluated for the quality of materials, type and quality of equipment included, and inclusion of adequate redundancy features. Consideration will also be given to the Proposer's Major Maintenance, Repair and Replacement Schedule and plan, as they are indicative of the long-term reliability of the proposed equipment.

The City shall conduct an assessment of the technical viability factors such as, but not limited to:

- The ability of the proposed processes to consistently deliver Finished Water at the Facility's sustained rated capacity of 10 MGD.
- The ability of the proposed processes to efficiently and effectively meet the requirements of the Contract Standards, including the Performance Guarantees; and the commitment of the Proposer to meet any standards that are more stringent than the Performance Guarantees.
- The flexibility of the proposed Facility design to allow for future expansion to treat a total operating capacity of up to 17.5 MGD in the future.
- The flexibility of the proposed Facility design to allow for future Facility modifications or additions to meet future regulatory requirements.

- The Proposer's plan for, and the ability of the proposed Facility to achieve, LEED Silver Certification under LEED-NC version 2.2 shall also be evaluated.
- Architectural appearance and aesthetics.

5.02.4 Operability

The City will evaluate the Proposer's ability to operate, manage and maintain the Project over the Term in a manner consistent with the requirements of the Service Contract. This includes an assessment of the operational aspects of the design, as well as the Proposer's overall operational approach (including the Proposer's approach to coordination of Project operations with the City and the County's overall Water System operations), corporate management systems, site management software and tools, staffing, training, environmental health and safety program, maintenance management approach, anticipated outsourcing of work and basis of annual operation, maintenance and management costs. The City shall also evaluate the Proposer's approach to Major Maintenance, Repair, and Replacement and RO system membrane renewal and replacement.

Safety experience rates for the last three years shall also be considered in this evaluation. The operability evaluation will address issues of safety implementation and training, and the ongoing emphasis placed by the Proposer on safety throughout the Term.

5.02.5 Technical Qualifications

Each Pre-qualified Respondent's updated or reaffirmed technical qualifications will be reviewed to verify that the Proposer has the qualifications deemed relevant by the City with respect to the Project's design, construction and long-term operational period to assure proper performance of the Contract Services should the Proposer be selected to enter into the Service Contract. The City, in its sole discretion, shall determine if any changes to the previously submitted SOQ information enhances or adversely affects the technical qualifications of the Proposer. Proposers shall be evaluated based upon their experience and qualifications in providing the proposed Contract Services. The demonstrated experience and competency of Key Personnel assigned to the Project, including the commitment of Key Personnel to remain with the Project, shall also be evaluated.

5.02.6 Cost Effectiveness

The Proposals shall be evaluated based on the proposed Fixed Design-Build Price, annual Service Fee, Guaranteed Maximum Electricity Utilization, Annual Capital Maintenance Charge and Annual Membrane Replacement Charge to calculate the net present value life-cycle costs of the Proposals. The net present value life-cycle costs of the Proposals

shall be calculated over an assumed 20-year Operation Period, primarily based upon the following factors:

Fixed Design-Build Price – Annual debt service payments will be estimated using, among other factors, the Proposer's proposed Fixed Design-Build Price and the Maximum Drawdown Schedule included on Proposal Forms 15 and 17. Escalation of the proposed Fixed Design-Build price will be based on the escalation provisions of the Service Contract and the information provided on Proposal Form 15 with assumed construction cost rates of escalation. A bond sizing model will be used to estimate the total amount of indebtedness and resulting annual debt service payments.

Annual Service Fee – Estimated annual Service Fee payments will be calculated based on the Proposer's proposed Fixed Component of the Base Operating Charge of the Service Fee, as well as the proposed CPI Adjustment Factor Modifier and Chemicals Adjustment Factor Modifier included on Proposal Form 18.

Electricity – Estimated annual electricity costs will be calculated based upon the Proposer's Guaranteed Maximum Annual Electricity Utilization and Guaranteed Maximum Annual Electricity Demand included on Proposal Form 19 based upon an assumed rate of \$0.10 per kilowatt-hour.

Major Maintenance, Repair and Replacement Costs – Estimated Annual Capital Maintenance Charge payments will be calculated based on the Proposer's Major Maintenance, Repair and Replacement Schedule and costs included on Proposal Form 20.

Reverse Osmosis System Membrane Replacement Costs – Estimated Annual Membrane Replacement Charge payments will be calculated based on the Proposer's RO System Membrane Replacement Schedule and costs included on Proposal Form 21.

Net Present Value – The net present value of each Proposal will take into account both the debt service and the annual Service Fee projections. A base case set of assumptions, including an escalation rate of 3% for the Adjustment Factors, a discount rate of 5% and a debt interest rate of 5% will be utilized.

Other Factors:

Contract Date of May 2010;

Scheduled Substantial Completion Date of February 1, 2011; and

Average annual Flow Rate of 10 MGD.

Notwithstanding the foregoing assumptions, the City reserves the right to perform sensitivity analyses to assess the effect on the estimated net present value costs on the assumptions used in the analysis.

Proposers should provide their lowest pricing in their Proposal. Proposers should not assume that the City will request changes to Proposals or require all Proposers to provide best and final offers or Proposals. The City may correct any mathematical errors it finds in the Proposals for purposes of preparing the cost effectiveness analysis even if this increases the cost associated with the Proposal.

5.02.7 Business Terms and Conditions

The City will evaluate the extent to which the Proposer accepts the terms and conditions set forth in the draft Service Contract included with this RFP or otherwise proposes terms and conditions that are more favorable to the City than the terms and conditions set forth in the draft Service Contract. Suggested changes, including, particularly, changes that are indicated to be conditions of the Proposal, will be carefully considered and evaluated to determine whether the suggested changes, taken as a whole, would result in a less favorable Service Contract to the City. Pre-qualified Respondents are reminded that proposed changes to the terms and conditions that are conditions of the Proposal and that substantially change the nature of the transaction or the scope of services may result in the rejection of a Proposal as non-responsive to the requirements of this RFP, notwithstanding the relative weight assigned to the proposed business terms and conditions in this RFP.

5.02.8 Financial Qualifications

The City will evaluate the financial strength and qualifications of the Proposer and the Guarantor based on the financial information provided by the Proposer in the SOQ and any changes and updates from the SOQ and any other financial information required by this RFP. Only changes that make the Guarantor equal or better than as set forth in the Proposer's SOQ shall be acceptable to the City. The City, in its sole discretion, shall determine if any such changes enhance or adversely effect the financial qualifications of the Proposer or Guarantor.

The overall relative financial strength of the Proposer and the Guarantor shall be assessed based on the criteria referenced above. This evaluation shall include a careful consideration of the adequacy of the Proposer and the Guarantor's financial resources backing the performance of all of the Proposer's obligations under the Service Contract. Accordingly, this evaluation shall focus on the following key factors:

- The financial capacity of the Proposer and the Guarantor to assure the full and timely performance of the Company's obligations under the Service Contract;
- The clarity of the roles, responsibilities and risk allocation among the Proposer's team and the Guarantor;
- The Proposer's ability to provide a Performance Bond, Payment Bond and Operations Performance Bond, in accordance with the Service Contract;

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- Support for liability assumption by the Proposer and the Guarantor up to the limits of liability set forth in the Service Contract;
- The trailing financial performance of the Proposer and the Guarantor, with specific consideration of company size, tangible net worth, liquidity, leverage, profitability, and cash flow; and
- The presence or absence of material changes in the financial condition of the Proposer and Guarantor, which, in the opinion of the City, could affect the Proposer's ability to meet the obligations of the Service Contract over the Term.

In cases where the Guarantor has not received a rating from a Rating Service, the City's assessment of financial strength shall be a key consideration in its financial qualifications analysis. In the event a Guarantor has not received a rating from a Rating Service, Proposers shall provide an explanation as to the absence of such rating with its Proposal.

The City anticipates that each of the Pre-qualified Respondents will have sufficient financial strength for the Project based on the information provided in connection with the prequalification process initiated prior to the issuance of this RFP. Accordingly, the evaluation of financial strength at this stage in the process is intended to evaluate the relative financial strength of each Pre-qualified Respondent in relation to the other Proposers. However, Pre-qualified Respondents are advised that information indicating inadequate financial strength for the Project or evidence of financial distress or potential financial distress may result in the rejection of a Proposal, notwithstanding the relative weight assigned to financial qualifications in this RFP.

PROPOSAL FORMS

PROPOSAL FORM 1

TRANSMITTAL LETTER

(to be typed on Proposer's Letterhead)

[Date]

City of Hialeah
City Clerk's Office
Attn: Mr. Rafael Granado
501 Palm Avenue
Hialeah, FL, 33010

Re: Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project

Dear Sir/Madam:

_____ (the "Proposer") hereby submits its Proposal in response to the Request for Proposals for the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project (the "RFP") issued by the City of Hialeah, Florida (the "City") on October 15, 2009, as amended.

As a duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer team, as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this Transmittal Letter is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Proposer.
3. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the City will rely on such information and statements in selecting the most advantageous Proposal to the City and executing the Service Contract.

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4. Attachment 2 to this Transmittal Letter sets forth the Proposer's Project team and identifies each team member's proposed role with respect to the Project.
5. The Proposer's obligations under the Service Contract, as negotiated between the parties based upon the RFP and the Proposal, will be guaranteed absolutely and unconditionally by _____, as evidenced by the Guarantor Acknowledgment submitted as Proposal Form 4. The Guarantor Certificate of Authorization submitted as Attachment 1 to the Guarantor Acknowledgment evidences the Authorized Signatory's authority to submit the Guarantor Acknowledgment and bind the Guarantor.
6. Proposal Form 9 evidences the intent of _____, the Proposer's qualified surety company, to issue the Performance Bond as security for the performance of the Company's Design-Build Work obligations under the Service Contract, as negotiated between the parties based upon the RFP and the Proposal.
7. Proposal Form 10 evidences the intent of _____, the Proposer's qualified surety company, to issue the Payment Bond as security for the performance of the Company's Design-Build Work payment obligations under the Service Contract, as negotiated between the parties based upon the RFP and the Proposal.
8. Proposal Form 11 evidences the intent of _____, the Proposer's qualified surety company, to issue the Operations Performance Bond as security for the performance of the Company's Operation Services obligations under the Service Contract, as negotiated between the parties based upon the RFP and the Proposal.
9. Proposal Form 12 evidences the intent of _____, the Proposer's qualified insurer, to provide the Required Insurance under the Service Contract, as negotiated between the parties based upon the RFP and the Proposal.
10. Neither the Proposer, the Guarantor, nor any Project team member is currently suspended or debarred from doing business with any governmental entity, nor has the Proposer, Guarantor or any Project Team Member been placed on Florida's Convicted Vendor List (as defined in Florida Statutes, Section 287.133(3)(d)) within the prior 36 months;
11. There is no action, suit or proceeding, at law or in equity, before any court or similar governmental body, against the Proposer, wherein an unfavorable decision, ruling or finding would have a materially adverse affect on the ability of the proposed Company or Guarantor to perform their respective obligations under the Service Contract or Guaranty Agreement, as applicable, or the other transactions contemplated hereby, or which, in any way, would have a materially adverse affect on the validity or enforceability of the obligations proposed to be undertaken by the Proposer, or any agreement or instrument entered into by the Proposer in connection with the transactions contemplated hereby.

**Request for Proposals for the City of Hialeah
Reverse Osmosis Water Treatment Plant DBO Project**

12. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Proposer has been adjudicated to be in violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.
13. The Proposer, the Guarantor and all Project team members have reviewed all of the engagements and pending engagements of the Proposer, the Guarantor and all Project team members and no potential exists for any conflict of interest or unfair advantage.
14. No person or selling agency has been employed or retained to solicit the award of the Service Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer or the Guarantor.
15. The principal contact person who will serve as the interface between the City and the Proposer for all communications is:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

16. The key technical and legal representatives available to provide timely response to written inquiries submitted and to attend meetings requested by the City are:

Technical Representative:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

Legal Representative:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____

**Request for Proposals for the City of Hialeah
Reverse Osmosis Water Treatment Plant DBO Project**

FAX: _____
EMAIL: _____

17. The Proposer has carefully examined all documents constituting the RFP and the addenda thereto.
18. The Service Contract in the form issued with this RFP is agreed to, except where changes have been requested in Proposal Form 22 and such changes have been indicated as conditions of the Proposal.
19. If selected, the Proposer agrees to negotiate in good faith to enter into a Service Contract that reflects the substantive terms and conditions of the RFP and the Proposal.
20. The Proposer has submitted all Proposal Forms and such Proposal Forms are a part of this Proposal.

Having carefully examined the RFP and all other documents bound therewith, together with all addenda thereto, all information made available by the City, and being familiar with the Project (as described in the RFP and the Service Contract) and the various conditions affecting the work, the Proposer hereby offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the prices set forth in the Proposal Forms.

Name of Proposer

Name of Designated Signatory

Signature

Title

Note: If this Proposal is being submitted by a corporation, the Proposal shall be executed in the corporate name by the president or other corporate officer with authority to bind the corporation, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the secretary of the

**Request for Proposals for the City of Hialeah
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corporation evidencing the officer's authority to execute the Proposal shall be attached.

If this Proposal is being submitted by a joint venture or general partnership, it shall be executed by all partners, and any partner that is a corporation shall follow the requirements for execution by a corporation, as set forth above.

If this Proposal is being submitted by a limited partnership or a limited liability company, it shall be executed by the managing partner(s) or managing member thereof, and such entity shall also submit proof of authority to so execute the Proposal, in a form satisfactory to the City. Any partner or member that is a corporation shall follow the requirements for execution by a corporation, as set forth above.

(Notary Public)

State of _____

County of _____

On this _____ day of _____, 2010, before me appeared [DESIGNATED SIGNATORY], who is [INSERT TITLE] of [INSERT PROPOSER], a [INSERT STATE AND ENTITY TYPE], personally known to me to be the person described in and who executed this Transmittal Letter and acknowledged that she/he signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the State of _____

(seal)

(Name printed)

Residing at _____

Commission Number _____

Attachment 1

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of [INSERT CITY] in the State of [INSERT STATE], DO HEREBY CERTIFY that I am the Clerk/Secretary of [INSERT PROPOSER NAME], a [corporation] duly organized and existing under and by virtue of the laws of [INSERT STATE]; that I have custody of the records of such [corporation]; and that as of the date of this certification, [INSERT DESIGNATED SIGNATORY NAME] holds the title of [INSERT TITLE] of the [corporation], and is authorized to execute and deliver in the name and on behalf of the [corporation] the Proposal submitted by the [corporation] in response to the Request for Proposals for the City of Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project, issued by the City of Hialeah, Florida on October 15, 2009, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the [corporation] in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the [corporate] seal of the [corporation] this _____ day of _____ 2010.

(Affix Seal Here)

Clerk/Secretary

** **Note:** Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.*

Attachment 2

PROJECT TEAM MEMBER LIST

Name of Project team (if any): _____

Proposals shall identify the names and roles of the Proposer, the Company, the Guarantor, the firm that will actually operate, maintain and manage the Project, the firm that will design the Project, the firm that will construct the Project, and any other Significant Subcontractors and all other Project team members identified to date:

NAME:

ROLE:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM 2

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS.

COUNTY OF _____)

I, [INSERT DESIGNATED SIGNATORY NAME], a resident of [INSERT CITY], in the State of [INSERT STATE], of full age, being duly sworn according to law, on my oath depose and say that:

- (1) I am the [INSERT TITLE] of, [INSERT PROPOSER], formed in the state of [INSERT STATE], the Proposer making the Proposal in response to the City's Request for Proposals for the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project, issued on October 15, 2009 ("RFP"), and that I executed said Proposal with full authority to do so;
- (2) The prices in this Proposal have been arrived at independently without collusion, fraud, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- (3) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- (4) No attempt has been made or will be made by the Proposer to induce any other person or entity to submit or not to submit a Proposal for the purpose of restricting competition.

I, hereby affirm under the penalties of perjury that the foregoing statements are true.

Name of Proposer

**Request for Proposals for the City of Hialeah
Reverse Osmosis Water Treatment Plant DBO Project**

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _____

County of _____

On this _____ day of _____, 2010, before me appeared [DESIGNATED SIGNATORY], who is [INSERT TITLE] of [INSERT PROPOSER], a [INSERT STATE AND ENTITY TYPE], personally known to me to be the person described in and who executed this Affidavit and acknowledged that she/he signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the State of _____

(seal)

(Name printed)

Residing at _____

PROPOSAL FORM 3

DISCLAIMER STATEMENT

The information contained in or otherwise provided in connection with the Request for Proposals for the Design, Construction and Operation of the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project (the “RFP”), issued by the City of Hialeah, Florida (the “City”), on October 15, 2009, has been prepared by the City and, while such information is believed to be accurate and reliable, except as otherwise expressly set forth in the RFP, the City makes no representation as to such accuracy or reliability. In no way shall any such information constitute a representation or warranty by the City or any of its officials, employees, agents, consultants, attorneys, representatives, contractors, or subcontractors (the “City Representatives”). The Proposer hereby releases and forever discharges the City and the City Representatives from any and all claims which such Proposer has, had or may hereafter have arising out of any information contained in or otherwise provided in connection with the RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM 4

GUARANTOR ACKNOWLEDGMENT

(to be typed on Guarantor's Letterhead)

_____ (the "Proposer") has submitted herewith a Proposal in response to the City of Hialeah's October 15, 2009, Request for Proposals for the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project, as amended (the "RFP"). The RFP requires the selected Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) the Project; (2) cause the Project to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP if the Proposer is approved by the City for final negotiations and execution of the Service Contract. The Project is located in the City of Hialeah, Miami-Dade County, Florida.

The Guarantor has reviewed the RFP and the Proposal, which together will form the basis of the Service Contract. The Guarantor hereby certifies that it will irrevocably, absolutely and unconditionally guarantee the performance of all of the obligations of the Proposer under the Service Contract, as negotiated based on the RFP and the Proposal, in the event that the Proposer is selected for final negotiations and execution of the Service Contract, and that it will execute a separate Guaranty Agreement in the form presented as Transaction Form A to the Service Contract, as negotiated based on the RFP and the Proposal.

Name of Guarantor

Name of Authorized Signatory

Signature

Title

** If more than one Guarantor is proposed, each firm shall be jointly and severally obligated and shall independently provide an executed copy of this Guarantor Acknowledgment. If a Guarantor is a joint venture, each firm in the joint venture shall be jointly and severally obligated and shall independently provide an executed copy of this Guarantor Acknowledgment.*

Attachment 1

GUARANTOR CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of [INSERT CITY] in the State of [INSERT STATE], DO HEREBY CERTIFY that I am the Clerk/Secretary of [INSERT GUARANTOR], a [corporation] duly organized and existing under and by virtue of the laws of the State of [INSERT STATE]; that I have custody of the records of such [corporation]; and that as of the date of this certification, [INSERT AUTHORIZED SIGNATORY NAME] holds the title of [INSERT TITLE] of the [corporation], and is authorized to execute and deliver in the name and on behalf of the [corporation] the Guarantor Acknowledgment submitted by the corporation as part of [INSERT PROPOSER] (the Proposer's) response to the Request for Proposals for the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project, issued by the City of Hialeah, Florida on October 15, 2009, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the [corporation] in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the [corporate] seal of the [corporation] this ____ day of _____, 2010.

(Affix Seal Here)

Clerk/Secretary

**Note: Separate certifications shall be submitted if more than one corporate officer has executed the Guarantor Acknowledgment as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event the signatory's address is outside of the United States.*

PROPOSAL FORM 5

KEY PERSONNEL ¹

(Copy and complete this form for Key Personnel. Attach additional pages along with organizational charts for the Design-Build Period and the Operation Period)

General Information ²

Name:	_____
Firm:	_____
Title:	_____
Year employed by firm:	_____ years
Total Professional Experience	_____ years
Professional Registration and Licenses (type/number/state/year) ³	_____

Hialeah Reverse Osmosis Water Treatment Plant Project-Specific Information

Title/Assignment	_____
Description of Role/Responsibilities:	_____

Commitment ⁴	Permitting	%	Startup and Testing:	%
	Design	%	Operations	%
	Construction	%		

Footnotes:

¹ Proposers shall duplicate this form for all Key Personnel. Refer to subsection 4.04.2(C) of the RFP for a list of the minimum personnel for which this form shall be completed.

² Please indicate any staff that has changed from that provided in the Statement of Qualifications in accordance with subsection 4.04.2(C) of the RFP. Attach pages as necessary.

³ Where applicable, key design, construction, and operation personnel must provide either: (1) proof of current Florida licensure; or (2) if not currently licensed in Florida, a detailed plan to obtain a required Florida license no later than the Contract Date.

⁴ Commitment indicates the amount of time (in percent) that the individual would be available to work on the Project during the permitting, design, construction, start-up, testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project.

PROPOSAL FORM 6

VERIFICATION OF STATEMENT OF QUALIFICATION INFORMATION

1. Check the appropriate box :

[] The Statement of Qualifications is reaffirmed in its totality.

[] The Statement of Qualifications is reaffirmed but subject to changes described on the attached pages.

2. If the Proposer attaches any pages with changes, it must (1) specifically identify the affected portion of its Statement of Qualifications and (2) describe how the change makes its Proposal qualifications equal or better than as submitted with the Statement of Qualifications.
3. Proposers shall disclose all changes with respect to its Statement of Qualifications regardless of whether or not the Proposer believes such changes enhance its qualifications from those previously submitted. The City, in its sole discretion, will determine whether any such changes enhance or adversely affect the Proposer's qualifications from those initially submitted in its Statement of Qualifications. Changes that adversely affect the Proposer's qualifications, as determined by the City and not consented to by the City, may result in disqualification of the Proposer.

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM 7

STATEMENT OF EQUITY OWNERSHIP

The Proposer shall set forth the names and addresses of all beneficial owners of ten percent or greater of the equity interest in the Proposer; if none, the Proposer must state “none”. If one or more such equity owner(s) is an entity, then the owner(s) of ten percent or greater of that entity’s equity shall also be listed; if none, the Proposer must state “none”. This disclosure shall be continued until names and addresses of every individual equity holder, and individual partner exceeding the ten percent ownership criteria of each entity listed has been identified. Additional pages may be attached.

NAME

ADDRESS

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM 8

FINANCIAL CAPACITY DATA

Provide information requested for the Proposer and Guarantor.
This form may be duplicated if necessary.

Name of Company: _____

Please indicate if Company is the
Proposer or the Guarantor: _____

Section I Financial Data Summary

	<u>FY 2006</u>	<u>FY 2007</u>	<u>FY 2008</u>
Income Statement			
Operating Revenues			
Operating Expenses			
Depreciation and Amortization			
Earnings Before Taxes (EBT)			
Earnings Before Interest and Taxes (EBIT)			
Net Income			
Balance Sheet			
Current Assets			
Other Assets			
Intangible Assets			
Total Assets			
Current Liabilities			
Total Long-Term Debt			
Other Liabilities			
Total Liabilities			
Net Worth			
(Total Assets - Total Liabilities)			
Tangible Net Worth			
(Total Assets - Total Liabilities - Intangible Assets)			
Statement of Cash Flow			
Total Cash Flow			
Cash Flow from Operations			
Cash Flow from Financing Activities			
Cash Flow from Investing Activities			

Section II Financial Ratios

	<u>FY 2006</u>	<u>FY 2007</u>	<u>FY 2008</u>
Liquidity Measures			
Current Ratio (Current Assets/Current Liabilities)			
Quick Ratio (Current Assets - Inventory/Current Liabilities)			
Working Capital as a % of Revenue (Current Assets - Current Liabilities/Revenue)			
Leverage Measures			
Debt/Equity Ratio (Total Liabilities/Shareholder's Equity)			
Debt/Tangible Net Worth			
Debt/(Debt + Net Worth)			
Debt Service Coverage Measures			
Cash Flow from Operations/Debt Service			
EBT/Interest			
EBIT/Interest			
Profitability Measures			
Operating Profit Margin (Operating Income/Net Sales)			
EBIT/Revenue			
Return on Capital (EBIT/Total Assets)			

Section III Credit Rating Summary¹

Bond Ratings (please list all bond issues within the last three years with issue date and rating):

	<u>Moody's</u>	<u>Standard & Poors</u>	<u>Fitch</u>	<u>Dun & Bradstreet</u>	<u>Value Line</u>
--	-----------------------	------------------------------------	---------------------	------------------------------------	--------------------------

1.					
2.					
3.					
4.					

**Request for Proposals for the City of Hialeah
Reverse Osmosis Water Treatment Plant DBO Project**

5.					
6.					
7.					
8.					

Credit and Other Ratings (please list all credit and other ratings within the last two years along with date of rating):

**Rating
Date**

Name of Rating Agency

1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

¹ In the event that no credit rating is available for the Proposer and Guarantor from a nationally recognized rating agency, then the Proposer and Guarantor, as applicable, shall provide:

(a) a current (30 days or less) Dun & Bradstreet report (or an independent report of similar quality and content) attached to this Proposal Form; and

(b) a narrative discussion of the long-term credit strength of the Proposer and Guarantor.

Proposers and Guarantors shall also provide an explanation or state the reasons that no such credit rating from a nationally recognized credit rating agency is available.

Section IV Other Financial Information

Please provide the Proposer's and Guarantor's audited financial statements for the past 3 fiscal years, including auditor's opinion, footnotes and other required supplementary information as well as the Proposer's and Guarantor's most recently available quarterly statements pursuant to Section 4 of the RFP.

Note: All data is to be provided in U.S. Dollars and in English.

Name of Proposer/Guarantor

**Request for Proposals for the City of Hialeah
Reverse Osmosis Water Treatment Plant DBO Project**

Name of Designated/Authorized Signatory

Signature

Title

PROPOSAL FORM 9

SURETY LETTER OF INTENT TO ISSUE A PERFORMANCE BOND

(to be typed on Surety's Letterhead)

[Date]

City of Hialeah
City Clerk's Office
Attn: Mr. Rafael Granado
501 Palm Avenue
Hialeah, FL, 33010

Re: Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project

_____ (the "Proposer") has submitted herewith a Proposal in response to the City of Hialeah's October 15, 2009 Request for Proposals for the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) the Project; (2) cause the Project to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the City for final negotiations and execution of the Service Contract. .

The Surety has reviewed the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Surety hereby certifies that, subject to its review of the final terms and conditions of the Service Contract, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's Design-Build Period obligations under the Service Contract, as negotiated between the parties based on the Proposal and the RFP, a Performance Bond meeting the requirements of Section 14.2 of the Service Contract in an amount equal to the Fixed Design-Build Price (plus a reasonable amount to be determined by the parties for any estimated Fixed Design-Build Price Adjustments) for the benefit of the City and the County as dual obligees, in the event the Proposer is selected for final negotiations and execution of the Service Contract.

Name of Surety

Name of Authorized Signatory

Signature

Title

PROPOSAL FORM 10

SURETY LETTER OF INTENT TO ISSUE A PAYMENT BOND

(to be typed on Surety's Letterhead)

[Date]

City of Hialeah
City Clerk's Office
Attn: Mr. Rafael Granado
501 Palm Avenue
Hialeah, FL, 33010

Re: Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project

_____ (the "Proposer") has submitted herewith a Proposal in response to the City of Hialeah's October 15, 2009 Request for Proposals for the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) the Project; (2) cause the Project to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the City for final negotiations and execution of the Service Contract. .

The Surety has reviewed the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Surety hereby certifies that, subject to its review of the final terms and conditions of the Service Contract, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's payment obligations in connection with its design and construction obligations under the Service Contract, as negotiated between the parties based on the Proposal and the RFP, a Payment Bond meeting the requirements of Section 14.2 of the Service Contract in an amount equal to the Fixed Design-Build Price (plus a reasonable amount to be determined by the parties for any estimated Fixed Design-Build Price Adjustments) for the benefit of the City and the County as dual obligees, in the event the Proposer is selected for final negotiations and execution of the Service Contract.

Name of Surety

Name of Authorized Signatory

Signature

**Request for Proposals for the City of Hialeah
Reverse Osmosis Water Treatment Plant DBO Project**

Title

PROPOSAL FORM 11

**SURETY LETTER OF INTENT TO ISSUE AN
OPERATIONS PERFORMANCE BOND**

(to be typed on Surety's Letterhead)

[Date]

City of Hialeah
City Clerk's Office
Attn: Mr. Rafael Granado
501 Palm Avenue
Hialeah, FL, 33010

Re: Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project

_____ (the "Proposer") has submitted herewith a Proposal in response to the City of Hialeah's October 15, 2009 Request for Proposals for the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project, as amended (the "RFP"). The RFP requires the successful Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) the Project; (2) cause the Project to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP, if the Proposer is approved by the City for final negotiations and execution of the Service Contract. .

The Surety has reviewed the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Surety hereby certifies that, subject to its review of the final terms and conditions of the Service Contract, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's Operation Period obligations under the Service Contract, as negotiated between the parties based on the Proposal and the RFP, an Operations Performance Bond meeting the requirements of Section 14.2 of the Service Contract in an amount equal to the annual Service Fee for the benefit of the City and the County as dual obligees, in the event the Proposer is selected for final negotiations and execution of the Service Contract.

Name of Surety

Name of Authorized Signatory

Signature

Title

PROPOSAL FORM 12

INSURANCE LETTER OF INTENT

(to be typed on Insurance Company's Letterhead)

[Date]

City of Hialeah
City Clerk's Office
Attn: Mr. Rafael Granado
501 Palm Avenue
Hialeah, FL, 33010

Re: Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project

_____ (the "Proposer") has submitted herewith a Proposal in response to the City of Hialeah's October 15, 2009 Request for Proposals for the Hialeah Reverse Osmosis Water Treatment Plant Design-Build-Operate Project, as amended (the "RFP"). The RFP requires the Selected Proposer to enter into a Service Contract to: (1) design, obtain Governmental Approvals for, construct, start-up, commission, acceptance test, operate and maintain (including all capital maintenance) the Project; (2) cause the Project to meet certain Performance Guarantees; and (3) perform the other related services and ancillary services described in the RFP if the Proposer is approved by the City for final negotiations and execution of the Service Contract. The Project is located in the City of Hialeah, Miami-Dade County, Florida.

The Insurance Company has reviewed both the Proposer's Proposal and the RFP, which together will form the basis of the Service Contract. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in Appendix 10 of the Service Contract, as negotiated between the parties based on the Proposal and the RFP, in the event the Proposer is approved by the City for final negotiations and execution of the Service Contract.

Name of Insurance Company

Name of Authorized Signatory

Signature

Title

PROPOSAL FORM 13

TECHNICAL PROPOSAL FORMS

Proposers shall provide specifications for all major equipment and preliminary design concepts proposed for the Project. Specifications and general information relating to the technical aspects of the Proposal shall be set forth in the format provided in Proposal Form 13A through Proposal Form 13U (the “Technical Proposal Forms”).

The following Technical Proposal Forms may include a sample listing of specific information typical to the applicable equipment and systems utilized in reverse osmosis water treatment facilities. The Proposer shall provide information specific to its proposed design in a level of detail similar to that which has been requested in the applicable Technical Proposal Form.

Proposers shall submit additional forms, as necessary. To provide requested information, additional information may be added to each Technical Proposal Form as needed.

PROPOSAL FORM 13A

REVERSE OSMOSIS HIGH PRESSURE FEED PUMPS AND FLOW CONTROL

Provide a description of the Reverse Osmosis High Pressure Feed Pumps including the pumps, flow meters, and valves. Include a system description, an operations description, and specific information for the equipment proposed as part of the Proposer's design.

A sample listing of specific information typical to high pressure feed pumps is provided below.

System Description

Operations Description

Feed Pumps

No. of units:

Type:

Manufacturer:

Hydraulic capacity (each, mgd):

Horsepower:

Type of drive (variable or constant speed):

Maximum RPM:

Efficiency at the design point:

Motor enclosure type:

Motor Voltage

Motor Efficiency

Materials of Construction

Performance Curve of Proposed Pumps

Pump Control/Discharge Check Valves on Pump Discharge

Type:

Size:

Manufacturer:

Materials of Construction

Valves on Discharge Line

Purpose:

Type:

Materials of Construction

Flow Meter

Type of primary flow element:

Description of the requirements for expansion to ultimate capacity:

PROPOSAL FORM 13B

CHEMICAL STORAGE AND FEED SYSTEMS

Provide a description of the Chemical Storage and Feed Systems. Include a system description, an operations description, and specific information for the equipment and piping proposed as part of this Facility. The following chemical storage and feed systems are anticipated; provide the information for each system as Proposal Forms 13B-1, 13B-2, etc. (copy this Proposal Form for each chemical system):

Proposal Form:

13B-1 Sulfuric Acid

13B-2 Anti-scalant

13B-3 Carbon Dioxide

13B-4 Hydrated Lime

13B-5 Sodium Hydroxide

13B-6 Hydrofluorosilicic Acid

13B-7 Polyphosphate(Corrosion Inhibitor)

The following shall be covered by other Proposal Forms:

Sodium Hypochlorite-Disinfection - Proposal Form 13C-1

Aqueous Ammonia-Disinfection - Proposal Form 13C-2

Citric Acid-Membrane Cleaning - Proposal Form 13O-1

Sodium Metabisulfite-Membrane Cleaning - Proposal Form 13O-2

System Description

(Include anticipated chemical solution strength, and chemical formula)

Operations Description

Chemical Storage and Containment Structures:

General Description:

Dimensions, length x width, or diameter, x height (ft) for bulk tanks, day tanks, containment area, including anticipated days of storage at average use rates, with allowances for future expansion:

Materials of construction for bulk tanks, day tanks, special coatings for containment areas:

Chemical Feed Systems:

Capacity of transfer pumps, metering pumps, and other feed/mixing equipment such as lime slurry tanks and lime saturators, caustic dilution system, and carbon dioxide solution feed system

Materials of construction for feed equipment and piping/valves compatible with each chemical

Leak monitoring and containment system:

Safety equipment/features description:

Description of protective shelter for chemical storage and feed systems

Description of the requirements for expansion to ultimate capacity:

PROPOSAL FORM 13C

DISINFECTION

Provide a description of the disinfection process including method of primary disinfection, how CT will be achieved, and form of residual disinfectant. Include a system description, an operations description, and specific information for the equipment proposed as part of the Proposer's design.

A sample listing of specific information typical to disinfection system equipment is provided below.

System Description

Operations Description

For Primary Disinfection:

Sodium Hypochlorite Storage System

- Capacity and Dimensions of Bulk Tanks, Day Tanks, Containment Area
- Estimated Days of Storage under Average Use
- Materials of Construction and Coatings

Sodium Hypochlorite Feed System

- Number and Capacity of Metering Pumps and Transfer Pumps
- Materials of Construction for pumps, piping, and valves

Secondary Disinfection Description:

Aqueous Ammonia Storage System

- Capacity and Dimensions of Bulk Tanks, Day Tanks, Containment Area
- Estimated Days of Storage under Average Use
- Materials of Construction and Coatings

Aqueous Ammonia Feed System

- Number and Capacity of Metering Pumps and Transfer Pumps
- Materials of Construction for pumps, piping, and valves

Leak monitoring and containment/scrubbing system:

Safety equipment/features description:

Description of the requirements for expansion to ultimate capacity:

PROPOSAL FORM 13D

REJECT WATER ENERGY RECOVERY EQUIPMENT

Provide a description of the energy recovery system. Include a system description, an operations description, and specific information for the equipment proposed as part of the Proposer's design.

A sample listing of specific information typical to an energy recovery system equipment is provided below.

System Description

Operations Description

Energy Recovery System for initial raw water quality

No. of units:

Type:

Manufacturer:

Hydraulic capacity (each, gpm):

Pumping rate (gpm):

Horsepower:

Type of drive (variable or constant speed):

RPM:

Efficiency at the design point:

Description of the requirements and changes for 25 year design raw water quality

PROPOSAL FORM 13E

MEMBRANE SKID EQUIPMENT

Provide a description of the reverse osmosis desalination system. Include a system description, an operations description, and specific information for the equipment proposed as part of the Proposer's design.

A sample listing of specific information typical to Reverse Osmosis system is provided below.

System Description

Operations Description

RO Units

RO element size:

Number of trains:

Number of stages:

Membrane flux rate for each stage:

Number of Pressure Vessels per stage:

Number of Elements per Pressure Vessel:

Hydraulic capacity (each, mgd):

Type of Membrane:

Operating Pressure:

Minimum and Maximum Recovery:

Flux Decline per Year:

Nominal Rejection:

Design Temperature:

Operating Temperature:

Minimum Inlet Pressure:

Membrane life (year):

Skid Equipment Materials of Construction

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Frame:

Pressure Vessels:

Feed water piping:

Permeate Water piping:

Concentrate Piping:

Energy Recovery Device:

Description of provisions for expansion, and for deterioration of raw water quality over time:

PROPOSAL FORM 13F

H2S DEGASIFIER

Provide a description of the H₂S Degasifier system. Include a system description, an operations description, and specific information for the equipment proposed as part of the Proposer's design.

A sample listing of specific information typical to remove hydrogen sulfide from the permeate water is provided below.

System Description

Operations Description

Degasifier Vessels

No. of Vessels:

Hydraulic capacity (each, mgd):

Dimensions for each vessel:

Type:

Vessel materials:

Packing materials:

Airflow rate per vessel:

Air supply fan type:

Fan Horsepower

Fan Motor Type

Fan Motor Voltage

Inlet Air filter type for each fan:

Performance Expectations for H₂S Removal

Cleaning System

Recirculation Pump:

Type of Pump:

Hydraulic Capacity:

Horsepower:

Motor Type:

Motor Voltage:

Equalization Tank for waste cleaning fluids

Volume:

Materials of construction:

Odor Control System for off gas

No. of Scrubbers:

Type of Scrubbers:

Dimensions of each scrubber:

Chemical Feed Requirements:

Performance Expectations for H₂S removal:

Description of the requirements for expansion to ultimate capacity:

PROPOSAL FORM 13G

**INTERMEDIATE PUMPING, FINISHED WATER STORAGE TANKS, HIGH
SERVICE PUMPING, AND FINISHED WATER FLOW CONTROL FACILITY**

Provide a description of the pumping, storage, and Finished Water flow control system. Include specific information for the equipment proposed as part of the Proposer's design for monitoring water quality, flow, level, pressure, pumps, and other related parameters. If one type and manufacturer of instrument is being used throughout the Project for a type of measurement (e.g., pressure display), list the various locations or insert "All locations" for the process being monitored and location of monitoring instrument, and redundant instrumentation.

System Description

Operations Description

Intermediate Transfer Pumping

Number of Units:

Type:

Capacity (GPM):

Total head (ft):

Motor Size (hp):

Volts/phase/ frequency (hz):

Motor Enclosure:

Manufacturer:

Materials of Construction for pumps:

Dimensions of wet well:

Materials of Construction for wet well:

Finished Water Storage Tanks

Number of Finished Water Storage Tanks:

Capacity:

Dimensions:

Baffle Type and Dimensions:

High Service Pumping

Number of Units:

Type:

Capacity (GPM):

Total head (ft):

Casing Split:

Impeller Type:

Motor Size (hp):

Volts/phase/ frequency (hz):

Motor Enclosure:

Manufacturer:

Materials of Construction:

Finished Water Flow Control

Location Being Controlled Automatically:

Location of flow control equipment:

Type of flow control equipment:

- Manufacturer:
- Parameter(s) monitored:

Redundancy:

Description of the requirements for expansion to ultimate capacity:

PROPOSAL FORM 13H

STANDBY ENGINE-GENERATOR & FUEL SUPPLY SYSTEM

Provide a full description of the standby power generation system, generator fuel supply system, and the ancillary equipment provided including, but not limited to, the items listed below.

Provide proposed P&ID(s) including, but not limited to, Generators, Fuel Tanks, Fuel Pumps, Fuel Filters, and the controls of these systems, etc.

Provide quantities, capacities, etc. to illustrate clear understanding of the standby power generation system required to operate a complete and safe process.

Generators:

Quantity of each type:

Proposed manufacturer:

Model Series:

Specifications: (Voltage, Amperage, Frequency, Phase, Pole, Wire)

Fuel Type/Consumption:

Description of generator control system:

Fuel Tanks: (Day tanks & Bulk Storage tanks)

Quantity:

Type:

Size:

Proposed Manufacturer:

Materials of Construction:

Capacity:

Leak Detection Methods:

Description of fuel containment system (double walled piping, tanks, concrete containment, etc)

Automatic starting and load transfer systems and equipment (ATS):

Quantity of each type:

Proposed manufacturer:

Model Series:

Specifications: (Voltage, Amperage, Frequency, Phase, Pole, Wire)

Fuel Pumps:

Type:

Number:

Capacity, each, gpm at/and total rated head (feet) and shutoff head (ft.)

Maximum operating speed, rpm, each:

Proposed manufacturer:

Motor Nameplate horsepower:

Description of fuel control system (locations, tanks sizes, valves, etc.):

Valves (list each type of valve associated with the fuel system)

Purpose:

Type:

Size:

Materials of construction:

Location:

Manufacturer:

Piping

Type:

Location:

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Inside Diameter (in):

Materials of construction:

Leak Detection Methods:

PROPOSAL FORM 13I

CARTRIDGE FILTERS

Provide a description of the pretreatment and filtration system. Include a system description, an operations description, and specific information for the equipment proposed as part of the Proposer's design.

A sample listing of specific information typical to pretreatment / filtration equipment is provided below.

System Description

Operations Description

Filters

No. of filter vessels:

No. of cartridge filters per vessel:

Nominal rating:

Hydraulic capacity (each, mgd):

Type:

Vessel materials:

Cartridge length:

Design loading rate (gpm per 10 inch):

Expected Filter Replacement Frequency:

Head losses through filters:

Dirty:

Clean:

Description of the requirements for expansion to ultimate capacity:

PROPOSAL FORM 13J

MAJOR EQUIPMENT LIST AND FIRM CAPACITIES

Provide summary information for major processes and equipment that are proposed for the Project, with reference to Table 2.2-1 in the Preliminary Engineering Report.

Unit Process	Design Standard	Comments
Raw Water		
Number of Production Wells	14	
Production/Well	2.0 mgd	
Finished Water		
Design Capacity (Phase 1)	10 mgd firm 12.5 maximum	
Pretreatment		
Sulfuric Acid		
Rapid Mix		
Anti-Scalant		
Cartridge Filter Housings		
Cartridge Filter Housing Capacity		
Reverse Osmosis		
Recovery		
Skids		
Raw Water Capacity/Skid		
Permeate Water Capacity/Skid		
High Pressure Feed Pumps		
Stages/Skid		
Clean-in-Place		
Degasifier Towers		
Type		
Capacity/Unit		
Number		

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Unit Process	Design Standard	Comments
Air Scrubbing Towers		
Type		
Capacity/Unit		
Number		
Post Treatment		
Sulfuric Acid	N/A	
Carbon Dioxide System	N/A	
Hydrated Lime	N/A	
Sodium Hydroxide	N/A	
Sodium Hypochlorite	N/A	
Hydrofluorosilicic Acid	N/A	
Polyphosphate Corrosion Inhibitor	N/A	
Ammonium Hydroxide	N/A	
Intermediate Pumping Station		
Design Capacity		
Finished Water Storage		
Number of Tanks		
Capacity		
Finished Water Pumping Station		
Firm Capacity		

PROPOSAL FORM 13K
PRODUCTION WELL EQUIPMENT

Provide the following information for all systems incorporating major equipment:

Submersible Well Pump

Material:

Capacity Operating Range:

Total Head:

NPSH:

Horse Power Required:

Motor Voltage:

Generator

Max. Watts:

Voltage:

Fuel Tank Capacity:

Fuel System:

Dimensions:

Weight:

Engine Starter:

Main Circuit Breaker:

Noise Level:

Generator Insulation:

Well House

Material:

Dimensions:

HVAC Provision:

Instrumentation and Controls Description:

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PROPOSAL FORM 13L

BUILDING SERVICES

Provide the following information for all major building services, HVAC/Ventilation and plumbing information. Check for HVAC or Heated/Vent. option accordingly to the room air supply condition.

LEVEL	ROOM NAME	AREA (SF)	AIR SUPPLY		PLUMBING	
			HVAC	HEATED/VENT.	Yes	No
GROUND	ENTRANCE LOBBY 100					
	ELECTRICAL ROOM 101					
	STAIR 2 102	n/a				
	WASTE & RECYCLING 103					
	PRE-TREATMENT HVAC / MECH. ROOM 104					
	PRE-TREATMENT CHEMICALS 105					
	FILTER AREA 106					
	REVERSE OSMOSIS PROCESS AREA 107					
	CARTRIDGE FILTER STORAGE 108					
	FILTER ROOM STORAGE 109					
	PRE-TREATMENT CHEMICAL STORAGE 110					
	MEN'S RESTROOM 111					
	WOMEN'S RESTROOM 112					
	VESTIBULE 113					
	STAIR 1 114	n/a				
	ELECTRICAL MECH. ROOM 115					
SECOND	CORRIDOR 1 200	n/a				
	MEETING ROOM 201					
	OFFICE 1 202					
	CORRIDOR 2 203	n/a				
	OFFICE 2 204					
	OFFICE 3 205					
	OPEN OFFICE 1 206					
	OPEN OFFICE 2 207					
	BREAK ROOM 208					
	CORRIDOR 3 209	n/a				
	STAIR 2 210	n/a				
	LAB STORAGE 211					
	JANITOR CLOSET 212					
	LABORATORY 213					
	CONTROL ROOM 214					
	STORAGE 215					
	CONTROLLER ROOM 216					
	VESTIBULE 217					
	MEN'S RESTROOM 218					
	WOMEN'S RESTROOM 219					
	STAIR 1 220	n/a				
	STORAGE 221					
	COPY / PRINT ROOM 222					
	COMM. / I.T. ROOM 223					
	HVAC. / MECH. ROOM 224					
TOTAL AREA						

PROPOSAL FORM 13M

ELECTRICAL EQUIPMENT

Provide a full description of the power distribution system, and the electrical equipment provided including, but not limited to, the items listed below.

Provide proposed Single Line Diagram(s) including, but not limited to, Switchgear, MCCs, Automatic Transfer Switches, Panelboards, and Transformers, Motors and other components, etc.

Provide quantities, capacities, etc. to illustrate clear understanding of the power distribution required to operate a complete and safe facility/process.

Provide Site Plan which includes power, exterior lighting, and telecommunications routing locations, easements, etc.

Power Distribution Equipment:

Quantity of each type:

Proposed manufacturer:

Model Series:

Specifications: (Voltage, Amperage, Phase, Pole, Wire)

Ancillary Equipment Included: (Power Monitoring, Communications, etc.)

Lighting:

Coordination shall be done with the Architect to design towards LEED requirements.

Proposed manufacturer:

Model Series:

Specifications: (Voltage, Amperage, Phase, Pole, Wire)

Lighting Control Information:

Pole Type (if any):

Locations: (Operations floor, Administrations, Equipment Rooms)

VFDs and Reduced Voltage Soft Starters

Quantity of each type:

Proposed manufacturer:

Model series:

HP/Amperage Rating:

Ancillary Equipment Included: (Isolation Transformers, Filters, Load/Line Reactors, etc.)

Power Factor Correction Equipment for proposed Motors or Distribution Equipment

Proposed manufacturer:

Model series:

Lightning Protection System:

- Provide information on the proposed manufacturer, materials, and model series of equipment used.
- Certify that the system will be installed by a master installer of the Lightning Protection Institute (LPI), or under the direct supervision of the same.

Grounding System:

- Provide information on the proposed manufacturer, materials, and model series of equipment used, including but not limited to ground rods, grounding grid, and connection methods

PROPOSAL FORM 13N

INSTRUMENTATION AND CONTROL SYSTEM

Provide the following for the proposed Instrumentation and Control System:

Control system architecture schematic drawing.

Describe the plan for system integrator scope and vendor provided equipment integration and control system interface methods.

Describe the plan for spare part requirements for both system integrator requirements and vendor provided equipment, to limit an excessive variety of spare parts requirements.

Provide the preliminary Process and Instrumentation Drawings (P&ID)

Provide the SCADA system redundancy and reliability description, for programmable logic controllers (PLC) control, manual control, instrumentation, and communications.

Describe the spare input and output (I/O) and memory capacity in servers and PLC's, to accommodate the future expansion phases and process changes related deterioration in raw water quality over time.

Provide the proposed location and overview of operator interface screens.

Control system hardware and software components shall be presented, including:

Programmable logic controllers, I/O, and communication modules.

Remote I/O and communication modules.

Provide instrument data sheets in ISA format, or a manufacturer's cut sheet with options identified, for all discrete and analog instruments. Alternatively, provide a list of these instruments, including manufacturer and model number with options identified. Include a description of the software and hardware equipment to interface with the City's network.

Finished Water flow meters.

Production Well flow meters.

CMMS System.

PROPOSAL FORM 130

MEMBRANE CLEANING CHEMICAL SYSTEM

Provide a description of the membrane cleaning system, including a description of the effluent discharge. Include a system description, an operations description, and specific information for the equipment proposed as part of the Proposer's design.

A sample listing of specific information typical to membrane cleaning system is provided below.

System Description

Operations Description

Chemical _____

(Copy this section for each chemical)

Citric Acid-Membrane Cleaning Form 130-1

Sodium Metabisulfite-Membrane Cleaning Form 130-2

Purpose of chemical:

Maximum dose (each location, mg/L):

Average dose (each location, mg/L):

For each feed location, describe how the chemical feed rate will be adjusted and controlled during variations in flow rate.

Form of chemical delivered to Plant:

Form of chemical at application point:

No. of days of storage at average dose:

No. of storage units:

Type of storage units:

Description of storage unit (materials and features):

Makeup/mixing system description:

Day tank:

Pipe and valve materials:

Chemical safety equipment/features description:

Equipment Handling:

Type of secondary containment (bulk storage and day tanks), as applicable:

Metering Pumps, if applicable

Type of metering pumps:

Manufacturer/model:

Quantity (total):

No. of installed spare pumps:

Description of the requirements for expansion to ultimate capacity:

PROPOSAL FORM 13P

ADDITIONAL ARCHITECTURAL FEATURES

The Proposer shall include on this form descriptions of any architectural features of its Proposal not included on other Proposal Forms, drawings or schedule.

Architecture features are elements that are permanently attached to or part of the building design such as:

Building Orientation

Rainwater Harvesting

Landscape

Cooling of Buildings

Ventilation

Day lighting

**PROPOSAL FORM 13Q
INTERIOR ARCHITECTURAL MATERIALS**

Provide the following architectural information for each structure.

Complete the Room Schedule table and correlate to the tag column provided in the Finish Schedule table.

Structure: _____

LEVEL	ROOM SCHEDULE											REMARKS
	ROOM No.	ROOM NAME	FLOOR	BASE	WALLS				WAINSCOT		CEILING	
					NORTH	EAST	SOUTH	WEST	MAT.	HGT.	MAT.	
GROUND	100	ENTRANCE LOBBY										
	101	ELECTRICAL ROOM										
	102	STAIR 2										
	103	WASTE & RECYCLING										
	104	PRE-TRTMNT HVAC / MECH. ROOM										
	105	PRE-TRTMNT CHEMICALS										
	106	FILTER AREA										
	107	REV. OSMOSIS PROCESS AREA										
	108	CARTRIDGE FILTER STORAGE										
	109	FILTER ROOM STORAGE										
	110	PRE-TRTMNT CHEMICAL STORAGE										
	111	MEN'S RESTROOM										
	112	WOMEN'S RESTROOM										
	113	VESTIBULE										
	114	STAIR 1										
	115	ELECTRICAL MECH. ROOM										

**PROPOSAL FORM 13R
EXTERIOR ARCHITECTURAL MATERIALS**

Provide the following descriptions of the exterior architectural materials for each structure on the Sites.

Structure/ Building	Exterior Architectural Materials and Finish										
	Doors		Frames		Walls		Roof		Windows		Additional Information
	Materials	Finish	Materials	Finish	Materials	Finish	Materials	Finish	Glass	Frame	
Administration and R.O. Processing Building											
Well House											
Chemical Storage and Feed Facility Shelter											

**PROPOSAL FORM 13S
FURNISHINGS**

Provide the following descriptions of the furniture, appliances, and other movable articles for each structure on the Project Site.

TAG	FURNITURE SCHEDULE							
	SYMBOL	MANUFACTURER	MODEL No.	STYLE	FINISH	DESCRIPTION	REMARKS	LEED INFORMATION
S-1								
S-2								
S-3								
S-4								
W-1								
T-1								
T-2								
D-1								
C-1								

PROPOSAL FORM 13T

SECURITY FEATURES

Provide a full description of the security system, fire alarm system, and the ancillary equipment provided including, but not limited to, the items listed below.

Provide proposed riser diagrams for the aforementioned systems.

Provide information to illustrate the proposed systems to be used in order to maintain a safe and secure facility.

Security systems shall include Access Control and CCTV

Access Control:

Proposed manufacturer:

Model Series:

Components: (Detection methods, Reader Stations)

Method of Communication: (Hardwired/Protocol)

CCTV:

Proposed Camera manufacturer:

Model Series:

Recording & Storage methods:

Recording & Storage manufacturer:

Model Series:

Method of Communication: (Protocol)

Fire Alarm System:

Type: (Zones, Addressable)

Proposed Manufacturer:

Model Series:

Components: (Detection methods, Pull Stations, Horns, Strobes)

Method of Communication: (Hardwired/Protocol)

SCADA Interface:

Intrusion Alarm systems:

PROPOSAL FORM 13U

**LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®)
FACILITY SILVER CERTIFICATION**

Identify which credits are intended to be achieved under LEED-NC version 2.2, and what measures are to be employed to achieve all required prerequisites and the intended credits. Identify not less than a total of 37 credits which are anticipated to be highly likely to be achieved by the project proposed. Further, identify which remaining credits are possible to be achieved, and which are highly unlikely to be achieved.

Group / Credit Number / Credit Name		Available Credits	Number of Credits			Measures to be employed to achieve Prerequisites and Highly Likely Credits
			Highly Likely (minimum 37)	Possible	Highly Unlikely	
Sustainable Sites						
SSp1	Construction Activity Pollution Prevention	<u>req'd</u>	-	-	-	-
SSc1	Site Selection	<u>1</u>	-		-	-
SSc2	Development Density & Community Connectivity	<u>1</u>	-		-	-
SSc3	Brownfield Redevelopment	<u>1</u>	-		-	-
SSc4	Alternative Transportation		-	-	-	-
SSc4.1	Public Transportation Access	<u>1</u>	-		-	-
SSc4.2	Bicycle Storage & Changing Rooms	<u>1</u>	-		-	-
SSc4.3	Low-Emitting & Fuel- Efficient Vehicles	<u>1</u>	-		-	-

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Group / Credit Number / Credit Name		Available Credits	Number of Credits			Measures to be employed to achieve Prerequisites and Highly Likely Credits
			Highly Likely (minimum 37)	Possible	Highly Unlikely	
SSc4.4	Parking Capacity	<u>1</u>	-	-	-	
SSc5	Site Development		-	-	-	
SSc5.1	Protect or Restore Habitat	<u>1</u>	-	-	-	
SSc5.2	Maximize Open Space	<u>1</u>	-	-	-	
SSc6	Stormwater Design		-	-	-	
SSc6.1	Quantity Control	<u>1</u>	-	-	-	
SSc6.2	Quality Control	<u>1</u>	-	-	-	
SSc7	Heat Island Effect		-	-	-	
SSc7.1	Non-Roof	<u>1</u>	-	-	-	
SSc7.2	Roof	<u>1</u>	-	-	-	
SSc8	Light Pollution Reduction	<u>1</u>	-	-	-	
Water Efficiency			-	-	-	
WEc1	Water Efficient Landscaping		-	-	-	
WEc1.1	Reduce by 50%	<u>1</u>	-	-	-	
WEc1.2	No Potable Water use or No Irrigation	<u>1</u>	-	-	-	
WEc2	Innovative Wastewater Technologies	<u>1</u>	-	-	-	

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Group / Credit Number / Credit Name		Available Credits	Number of Credits				Measures to be employed to achieve Prerequisites and Highly Likely Credits
			Highly Likely (minimum 37)	Possible	Highly Unlikely		
WEc3	Water Use Reduction		-	-	-	-	
WEc3.1	20% Reduction	<u>1</u>	-		-	-	
WEc3.2	30% Reduction	<u>1</u>	-		-	-	
Energy and Atmosphere			-	-	-	-	
EAp1	Fundamental Commissioning of the Building Energy Systems	<u>req'd</u>	-	-	-	-	
EAp2	Minimum Energy Performance	<u>req'd</u>	-	-	-	-	
EAp3	Fundamental Refrigerant Management	<u>req'd</u>	-	-	-	-	
EAc1	Optimize Energy Performance	<u>10</u>	-		-	-	
EAc2	On-Site Renewable Energy	<u>3</u>	-		-	-	
EAc3	Enhanced Commissioning	<u>1</u>	-		-	-	
EAc4	Enhanced Refrigerant Management	<u>1</u>	-		-	-	
EAc5	Measurement and Verification	<u>1</u>	-		-	-	
EAc6	Green Power	<u>1</u>	-	-	-	-	

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Group / Credit Number / Credit Name		Available Credits	Number of Credits				Measures to be employed to achieve Prerequisites and Highly Likely Credits
			Highly Likely (minimum 37)	Possible	Highly Unlikely		
Materials and Resources							
MRp1	Storage & Collection of Recyclables	req'd	-	-	-	-	
MRc1	Building Reuse		-	-	-	-	
MRc1.1	Maintain 75% of Existing Walls, Floors, & Roof	<u>1</u>	-		-	-	
MRc1.2	Maintain 95% of Existing Walls, Floors, & Roof	<u>1</u>	-		-	-	
MRc1.3	Maintain 50% of Interior Non-Structural Elements	<u>1</u>	-		-	-	
MRc2	Construction Waste Management		-	-	-	-	
MRc2.1	Divert 50% from Disposal	<u>1</u>	-		-	-	
MRc2.2	Divert 75% from Disposal	<u>1</u>	-		-	-	
MRc3	Materials Reuse		-	-	-	-	
MRc3.1	5%	<u>1</u>	-		-	-	
MRc3.2	10%	<u>1</u>	-		-	-	
MRc4	Recycled Content (post-consumer + 1/2 pre-consumer)		-	-	-	-	
MRc4.1	10% (post-consumer + 1/2 pre-consumer)	<u>1</u>	-		-	-	

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Group / Credit Number / Credit Name		Available Credits	Number of Credits			Measures to be employed to achieve Prerequisites and Highly Likely Credits
			Highly Likely (minimum 37)	Possible	Highly Unlikely	
MRc4.2	20% (post-consumer + 1/2 pre-consumer)	<u>1</u>	-	-	-	
MRc5	Regional Materials - Extracted, Processed & Manufactured Locally		-	-	-	
MRc5.1	10% Extracted, Processed, and Manufactured Regionally	<u>1</u>	-	-	-	
MRc5.2	20% Extracted, Processed, and Manufactured Regionally	<u>1</u>	-	-	-	
MRc6	Rapidly Renewable Materials	<u>1</u>	-	-	-	
MRc7	Certified Wood	<u>1</u>	-	-	-	
Indoor Environmental Quality						
EQp1	Minimum IAQ Performance	<u>req'd</u>	-	-	-	
EQp2	Environmental Tobacco Smoke (ETS) Control	<u>req'd</u>	-	-	-	
EQc1	Outdoor Air Delivery Monitoring	<u>1</u>	-	-	-	
EQc2	Increased Ventilation	<u>1</u>	-	-	-	

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Group / Credit Number / Credit Name		Available Credits	Number of Credits				Measures to be employed to achieve Prerequisites and Highly Likely Credits
			Highly Likely (minimum 37)	Possible	Highly Unlikely		
EQc3	Construction IAQ Management Plan		-	-	-	-	
EQc3.1	During Construction	<u>1</u>	-		-	-	
EQc3.2	Before Occupancy	<u>1</u>	-		-	-	
EQc4	Low-Emitting Materials		-	-	-	-	
EQc4.1	Adhesives & Sealants	<u>1</u>	-		-	-	
EQc4.2	Paints & Coatings	<u>1</u>	-		-	-	
EQc4.3	Carpet Systems	<u>1</u>	-		-	-	
EQc4.4	Composite Wood & Agrifiber Products	<u>1</u>	-		-	-	
EQc5	Indoor Chemical & Pollutant Source Control	<u>1</u>	-		-	-	
EQc6	Controllability of Systems		-	-	-	-	
EQc6.1	Lighting	<u>1</u>	-		-	-	
EQc6.2	Thermal Comfort	<u>1</u>	-		-	-	
EQc7	Thermal Comfort		-	-	-	-	
EQc7.1	Design	<u>1</u>	-		-	-	
EQc7.2	Verification	<u>1</u>	-		-	-	

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Group / Credit Number / Credit Name		Available Credits	Number of Credits				Measures to be employed to achieve Prerequisites and Highly Likely Credits
			Highly Likely (minimum 37)	Possible	Highly Unlikely		
EQc8	Daylight and Views		-	-	-	-	
EQc8.1	Daylight 75% of Spaces	<u>1</u>	-		-	-	
EQc8.2	Views for 90% of Spaces	<u>1</u>	-		-	-	
Innovation & Design Process			-	-	-	-	
IDc1	Innovation in Design	<u>4</u>	-		-	-	
IDc2	LEED Accredited Professional	<u>1</u>	-	-	-	-	

PROPOSAL FORM 14

PRELIMINARY PROJECT SCHEDULE

The Pre-qualified Respondent shall submit a Preliminary Project Schedule with the Proposal that includes important design, procurement and construction activities and milestones from the Contract Date through Final Completion. This Preliminary Project Schedule shall be submitted in both written and electronic formats (Primavera[®] Systems, Inc. or other suitable format). The level of detail shall be in summary level for major procurement, permitting, design and construction activities. Major milestones throughout the Design-Build Period shall be included.

The Preliminary Project Schedule shall consist of, but not be limited to, the following:

- (i) Important design activities and milestones
- (ii) Important procurement activities and milestones
- (iii) Important construction activities and milestones
- (iv) It shall indicate the sequence of Design-Build Work and the time of starting and completing each part.

The Preliminary Project Schedule shall identify each applicable Governmental Approval and the estimated calendar time required to submit a complete Governmental Approval application, and the estimated calendar time required to obtain the Governmental Approval. The Company shall specify the “Governmental Approval Application Dates” to be set forth in subsection 4.5(J) of the Service Contract. In addition, the Company shall summarize and provide a list of proposed major milestones and completion dates including, but not limited to:

- Contract Date
- Basis of Design Report
- 40-50% Facility Specifications & Drawings complete
- 80-90% Facility Specifications & Drawings complete
- 100% Governmental Approvals received
- On-site delivery of all major equipment
- Construction Date
- Completion of major structures
- Commissioning and functional testing commencement
- Substantial Completion Date (including Department of Health approval)
- Run-in Period commencement
- Acceptance Test

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- Acceptance Date
- Final Completion

The Company shall use the following format to provide this information:

TABLE 14-1 MAJOR ACTIVITIES AND MILESTONES ¹		
ACTIVITY NUMBER	ACTIVITY/MILESTONE	DATE ²

Footnotes:

¹ List each major activity and milestone separately.

² Indicate the end date of activity or date milestone achieved.

PROPOSAL FORM 15

FIXED DESIGN-BUILD PRICE

The total amount of the Fixed Design-Build Price in US dollars is:

_____ Dollars (\$_____)

The Fixed Design-Build Price shall be subject to adjustment solely in accordance with subsection 4.04.4 of this RFP and Section 6.1 of the Service Contract.

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM 15
FIXED DESIGN-BUILD PRICE
(CONTINUED)

SUMMARY OF FIXED DESIGN-BUILD PRICE ¹	PRICE ²
---	---------------------------

PROJECT DEVELOPMENT AND DESIGN

Pilot Testing Activities	\$ _____
--------------------------	----------

Engineering	\$ _____
-------------	----------

Architectural	\$ _____
---------------	----------

Permitting	\$ _____
------------	----------

Other (Specify) _____	\$ _____
-----------------------	----------

Subtotal Project Development and Design Costs	\$ _____
--	-----------------

CONSTRUCTION

Site Work:

On-site Roads, Parking, Lighting, Utilities, Site Drainage, Fencing, Gates, etc.	\$ _____
---	----------

Landscaping and Irrigation	\$ _____
----------------------------	----------

Yard Piping and Valves	\$ _____
------------------------	----------

Other (Specify) _____	\$ _____
-----------------------	----------

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Ancillary Equipment - Production Wells \$ _____

Facility and Ancillary Equipment \$ _____

Instrumentation, Control, Communications and Security Systems \$ _____

Electrical/Emergency Power Systems \$ _____

Water Treatment System (break this cost item
down by major unit process) \$ _____

Finished Water Storage Tanks \$ _____

Other (Specify) _____ \$ _____

Subtotal Construction Costs \$ _____

START-UP AND ACCEPTANCE TESTING

Commissioning and Start-up Activities \$ _____

Acceptance Testing Activities \$ _____

Subtotal Start-up and Acceptance Testing Costs \$ _____

OTHER DIRECT AND INDIRECT COSTS

Performance Bond and Payment Bond \$ _____

Required Design-Build Period Insurance \$ _____

Other (Specify): \$ _____

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Subtotal Other Direct and Indirect Costs

\$ _____

TOTAL FIXED DESIGN-BUILD PRICE ³

\$ _____

¹ Proposers shall modify this form to break down the Fixed Design-Build Price by major structure/system included in the Proposal.

² The Fixed Design-Build Price shall include all costs, in U.S. Dollars, including all taxes and applicable operating and maintenance costs prior to Acceptance.

³ The sum of the subtotals must equal the proposed Fixed Design-Build Price set forth above. The Fixed Design-Build Price is binding and will be incorporated directly into the final Service Contract. The breakdown of the Fixed Design-Build Price provided above is for information and evaluation purposes only.

PROPOSAL FORM 16

MATERIALS COST ADJUSTMENT TO THE FIXED DESIGN-BUILD PRICE

Adjustment for Certain Materials Cost Fluctuations

The total Fixed Design-Build Price amount set forth in Proposal Form 15 includes the following costs of materials, which shall be utilized as the Baseline Cost Amounts for the adjustment of the Fixed Design-Build Price provided for in subsection 6.1(C)(3) of the Service Contract. Proposers shall provide both the Baseline Cost Amount and the record Adjustment Date in accordance with the table below.

Dept of Labor PPI Series ID	Material	Baseline Cost Amounts ¹	Record Adjustment Date ²
WPS1333	Ready Mix Concrete		
WPU05810112	Asphalt		
WPU10260314	Copper Wire/Cable		
WPU101704	Hot Rolled Bars, Plates & Structural Shape		
WPU101708	Steel Pipe and Tubing		
WPU10250239	Copper Base Tube and Pipe		
WPU1174	Transformers and Other Power Regulators		

Footnotes:

¹ Baseline Cost Amounts consist only of the cost of the material and excludes all associated procurement costs, labor costs and tax and freight charges.

² Each Record Adjustment Date shall be stated as a number of days after the Contract Date, but no date may be more than 365 days after the Contract Date.

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PROPOSAL FORM 17

MAXIMUM DRAWDOWN SCHEDULE

Month ^(a)	Maximum Cumulative Percentage of applicable Fixed Design-Build Price	Cumulative Drawdown ^(b)
1		\$ _____
2		\$ _____
3		\$ _____
4		\$ _____
5		\$ _____
6		\$ _____
7		\$ _____
8		\$ _____
9		\$ _____
10		\$ _____
11		\$ _____
12		\$ _____
13		\$ _____
14		\$ _____
15		\$ _____
16		\$ _____
17		\$ _____
18		\$ _____
Total ^(c)	100%	\$ _____

(a) The final month should be the month anticipated for the achievement of Final Completion under the Service Contract.

(b) Multiply maximum cumulative percentage by the Fixed Design-Build Price.

(c) Total Cumulative Drawdown should equal the Fixed Design-Build Price.

PROPOSAL FORM 18

FIXED COMPONENT OF THE SERVICE FEE

The total amount of the Fixed Component of the Base Operating Charge of the Service Fee in US dollars is:

<hr/>	Dollars (\$ <hr/>),
which is the sum of the O&M Element	in the amount of
<hr/>	Dollars (\$ <hr/>)
and the Chemicals Element in	the amount of
<hr/>	Dollars (\$ <hr/>).

The CPI Adjustment Factor Modifier shall be: _____%⁽¹⁾

The Chemicals Adjustment Factor Modifier shall be: _____%⁽²⁾

The Fixed Component shall be subject to adjustment in accordance with Section 11.3 of the Service Contract.

The amount that will be included in subsection 14.3(B) of the Service Contract shall be _____ Dollars (\$

).⁽³⁾

Name of Proposer

Name of Designated Signatory

Signature

Title

Notes:

1. The O&M Element of the Fixed Component of the Base Operating Charge of the Service Fee and certain other dollar amounts identified in the Service Contract will be adjusted each Contract Year based on the CPI Adjustment Factor, as defined in Section 11.3 of the Service Contract. The "CPI Adjustment Factor Modifier"

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proposed in this Proposal Form is the fraction of the annual percentage change in the CPI based on the calculation method defined in Section 11.3 of the Service Contract that the Proposer wishes to propose for purposes of calculating the CPI Adjustment Factor and shall not be greater than 100%. For example, if the Proposer wishes to propose the full percentage change in the CPI (i.e. 100%) to be used in the CPI Adjustment Factor, it should propose a CPI Adjustment Factor Modifier of 100%. If the Proposer wishes to propose 75% of the percentage change in the CPI for the CPI Adjustment Factor Modifier, it should propose a CPI Adjustment Factor Modifier of 75%. When applied, a CPI Adjustment Factor Modifier of 100% shall equal 1.0.

2. The Chemicals Element of the Fixed Component of the Base Operating Charge of the Service Fee will be adjusted each Contract Year based on the Chemicals Adjustment Factor, as defined in Section 11.3 of the Service Contract. The “Chemicals Adjustment Factor Modifier” proposed in this Proposal Form is the fraction of the annual percentage change in the Chemicals Price Index based on the calculation method defined in Section 11.3 of the Service Contract that the Proposer wishes to propose for purposes of calculating the Chemicals Adjustment Factor and shall not be greater than 100%. For example, if the Proposer wishes to propose the full percentage change in the Chemicals Price Index (i.e. 100%) to be used in the Chemicals Adjustment Factor, it should propose a Chemicals Adjustment Factor Modifier of 100%. If the Proposer wishes to propose 75% of the percentage change in the Chemicals Price Index for the Chemicals Adjustment Factor Modifier, it should propose a Chemicals Adjustment Factor Modifier of 75%. When applied, a Chemicals Adjustment Factor Modifier of 100% shall equal 1.0.

3. This is the amount that would be subtracted from the Service Fee in the event that the City determines to release the Company from its obligation to provide the Operations Performance Bond during the Term in accordance with subsection 14.3(B) of the Service Contract.

PROPOSAL FORM 18

FIXED COMPONENT OF THE SERVICE FEE

(CONTINUED)

O&M ELEMENT ITEMS ⁽¹⁾	O&M ELEMENT OF THE FIXED COMPONENT OF THE BASE OPERATING CHARGE OF THE SERVICE FEE
Operations and Maintenance	
Repair and Replacement ⁽²⁾	
Residuals Management	
Utilities (excluding electricity)	
Other (specify)	
O&M ELEMENT TOTAL	

Notes:

1. The breakdown (subtotals) that comprise the O&M Element of the Fixed Component of the Base Operating Charge of the Service Fee are for the City's informational use only and will not be binding on the Proposers.
2. Excluding costs for Major Maintenance, Repair and Replacements and costs for RO system membrane replacement which are provided in Proposal Forms 20 and 21, respectively.

PROPOSAL FORM 19

**GUARANTEED MAXIMUM ELECTRICITY UTILIZATION
AND GUARANTEED MAXIMUM ELECTRICITY DEMAND**

The Guaranteed Maximum Electricity Utilization (GMEU) represents the maximum amount of electricity in kilowatt-hours (kW-hr) that will be used by the Project per million gallons (MG) of Finished Water produced for Flow Rates between 0 MGD and 12.5 MGD.

The Guaranteed Maximum Electricity Demand (GMED) represents the maximum rate of electricity usage in kilowatts (kW) that will be used by the Project for Flow Rates between 0 MGD and 12.5 MGD.

GUARANTEED MAXIMUM ELECTRICITY UTILIZATION	
Annual Average Finished Water Delivered to Point of Interconnection	GMEU⁽¹⁾
<ul style="list-style-type: none">• 0 MGD⁽³⁾• 7.5 MGD⁽⁴⁾• 10 MGD• 12.5 MGD⁽⁵⁾	<div style="margin-bottom: 10px;">_____ kW-hr/MG</div> <div style="margin-bottom: 10px;">_____ kW-hr/MG</div> <div style="margin-bottom: 10px;">_____ kW-hr/MG</div> <div style="margin-bottom: 10px;">_____ kW-hr/MG</div>
GUARANTEED MAXIMUM ELECTRICITY DEMAND	
City-Requested Finished Water Flow Rate	GMED⁽²⁾
<ul style="list-style-type: none">• 0 MGD⁽³⁾• 7.5 MGD⁽⁴⁾• 10 MGD• 12.5 MGD⁽⁵⁾	<div style="margin-bottom: 10px;">_____ kW</div> <div style="margin-bottom: 10px;">_____ kW</div> <div style="margin-bottom: 10px;">_____ kW</div> <div style="margin-bottom: 10px;">_____ kW</div>

⁽¹⁾ GMEUs for annual average Flow Rates between 0 MGD and 12.5 MGD will be calculated by linear interpolation between the two nearest Flow Rates listed.

⁽²⁾ GMEDs for City-requested Finished Water Flow Rates between 0 MGD and 12.5 MGD will be calculated by linear interpolation between the two nearest Flow Rates listed.

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- (3) 0 MGD shall be a hot standby condition as further described in Appendix 7 of the draft Service Contract.
- (4) Based on RO train capacity, the Company shall alter the 7.5 MGD value such that the value inserted by the Company corresponds to a Flow Rate with an operating configuration of 1 RO train less than the number of RO equipment trains required to produce 10 MGD of Finished Water.
- (5) Based on RO train capacity, the Company shall alter the 12.5 MGD value such that the value inserted by the Company corresponds to a Flow Rate with an operating configuration of 1 RO train more than the number of RO equipment trains required to produce 10 MGD of Finished Water.

PROPOSAL FORM 20

**MAJOR MAINTENANCE, REPAIR AND REPLACEMENT SCHEDULE
AND ANNUAL CAPITAL MAINTENANCE CHARGE**

The Annual Capital Maintenance Charge in accordance with Section 11.8 of the Service Contract, in US dollars is:

_____ Dollars (\$_____).

This amount is equal to the sum of the amounts listed in the table set forth in the following page, divided by twenty. All amounts listed in the table set forth in the following page are in 2009 dollars. The Annual Capital Maintenance Charge shall be subject to adjustment solely in accordance with Section 11.8 of the Service Contract.

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM 20

**MAJOR MAINTENANCE, REPAIR AND REPLACEMENT SCHEDULE
AND ANNUAL CAPITAL MAINTENANCE CHARGE**

(CONTINUED)

*(Expand and format this form as necessary to express Major Maintenance,
Repair and Replacement activities over the Term)*

Year	Activity/Equipment ¹	Prices ³
1.		
	Annual Contingency Amount ²	
2.		
	Annual Contingency Amount ²	
3.		
	Annual Contingency Amount ²	
4.		
	Annual Contingency Amount ²	
5.		
	Annual Contingency Amount ²	
6.		
	Annual Contingency Amount ²	
7.		
	Annual Contingency Amount ²	
8.		
	Annual Contingency Amount ²	
9.		
	Annual Contingency Amount ²	
10.		
	Annual Contingency Amount ²	

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Year	Activity/Equipment ¹	Prices ³
11.		
	Annual Contingency Amount ²	
12.		
	Annual Contingency Amount ²	
13.		
	Annual Contingency Amount ²	
14.		
	Annual Contingency Amount ²	
15.		
	Annual Contingency Amount ²	
16.		
	Annual Contingency Amount ²	
17.		
	Annual Contingency Amount ²	
18.		
	Annual Contingency Amount ²	
19.		
	Annual Contingency Amount ²	
20.		
	Annual Contingency Amount ²	
	Total ⁴	\$
	Annual Capital Maintenance Charge (Total divided by 20)	\$

Footnotes:

¹ List individual activities or groups of activities, along with specific mention of equipment, systems, and infrastructure which constitute Major Maintenance, Repair and Replacement pursuant to the Service Contract.

² The “Annual Contingency Amount” shall be used for actions and activities that cannot be identified at this time.

³ No add on for labor, installation, overhead or profit is permitted.

⁴ Such annual amounts, collectively over the Term, shall include the costs associated for all Major Maintenance, Repair and Replacements (subject to the limitations indicated in note 3) and shall be used to determine the Annual Capital Maintenance Charge in accordance with Section 11.8 of the Service Contract.

PROPOSAL FORM 21

**RO SYSTEM MEMBRANE REPLACEMENT SCHEDULE
AND ANNUAL MEMBRANE REPLACEMENT CHARGE**

The Annual Membrane Replacement Charge in accordance with Section 11.9 of the Service Contract, in US dollars is:

_____ Dollars (\$_____).

This amount is equal to the sum of the amounts listed in the table set forth in this Proposal Form, divided by twenty. All amounts listed in the table set forth in this Proposal Form are in 2009 dollars. The Annual Membrane Replacement Charge shall be subject to adjustment solely in accordance with Section 11.9 of the Service Contract.

Name of Proposer

Name of Designated Signatory

Signature

Title

PROPOSAL FORM 21

**RO SYSTEM MEMBRANE REPLACEMENT SCHEDULE
AND ANNUAL MEMBRANE REPLACEMENT CHARGE**

(CONTINUED)

(Expand and format this form as necessary to express membrane replacement activities over Term)

Year	Activity/Equipment ¹	Prices ³
1.		
	Annual Contingency Amount ²	
2.		
	Annual Contingency Amount ²	
3.		
	Annual Contingency Amount ²	
4.		
	Annual Contingency Amount ²	
5.		
	Annual Contingency Amount ²	
6.		
	Annual Contingency Amount ²	
7.		
	Annual Contingency Amount ²	
8.		
	Annual Contingency Amount ²	
9.		
	Annual Contingency Amount ²	
10.		
	Annual Contingency Amount ²	

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Year	Activity/Equipment ¹	Prices ³
11.		
	Annual Contingency Amount ²	
12.		
	Annual Contingency Amount ²	
13.		
	Annual Contingency Amount ²	
14.		
	Annual Contingency Amount ²	
15.		
	Annual Contingency Amount ²	
16.		
	Annual Contingency Amount ²	
17.		
	Annual Contingency Amount ²	
18.		
	Annual Contingency Amount ²	
19.		
	Annual Contingency Amount ²	
20.		
	Annual Contingency Amount ²	
	Total ⁴	\$
	Annual Membrane Replacement Charge (Total divided by 20)	

Footnotes:

¹ List individual activities or groups of activities required for reverse osmosis system membrane replacement as per proposed RO System Membrane Replacement Schedule.

² An "Annual Contingency Amount" line has been included, please explain in detail if a contingency is needed.

³ No add on for labor, installation, overhead or profit is permitted.

⁴ Such annual amounts, collectively over the Term, shall include the total costs associated with RO system membrane replacement (subject to the limitations indicated in note 3) and shall be used to determine the Annual Membrane Replacement Charge in accordance with Section 11.9 of the Service Contract.

PROPOSAL FORM 22

SUGGESTED CHANGES TO THE SERVICE CONTRACT

(Copy and complete this form as necessary for each suggested change)

On this Proposal Form, the Proposer shall provide a listing of its proposed additions and exceptions to the Service Contract, including exceptions and modifications to business terms and conditions or technical requirements, and the corresponding impact, if any, on the Fixed Design-Build Price, Fixed Component of the Service Fee, Scheduled Substantial Completion Date, and Performance Guarantees. Proposers shall provide an explanation of the rationale and benefits to the City associated with the proposed change and shall clearly indicate whether any proposed changes are intended as conditions of their Proposal.

Service Contract Article(s) and Section(s):

Service Contract Page:

Topic:

**Suggested Alternate Concept and
Language:**

Rationale and Benefits to the City:

**Request for Proposals for the City of Hialeah
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**Impact, if any, on Fixed Design-Build Price,
Service Fee, Scheduled Substantial
Completion Date and Performance
Guarantees:**
